

EXHIBIT “M”

**U.S. ACCU-MEASUREMENTS, LLC AND
ROSS CONSULTING GROUP, INC.
V.
RUBY TUESDAY, INC.**

**ECONOMIC DAMAGES REPORT
AUGUST 15, 2011**



S.M. Chris Franzblau, Esq.
Franzblau Dratch, P.C.
354 Eisenhower Parkway
Livingston, New Jersey 07039.

*Re: U.S. Accu-Measurements, LLC and Ross Consulting Group, Inc., Plaintiffs
v.
Ruby Tuesday, Inc., Defendants
Docket No. L-7101-10*

We have been retained by you to prepare an economic damages report for U.S. Accu-Measurements, LLC and Ross Consulting Group, Inc. in connection with the litigation currently pending between U.S. Accu-Measurements, LLC and Ross Consulting Group, Inc. and Ruby Tuesday, Inc. in the United States District Court for the District of New Jersey.

We have not audited or reviewed the accompanying financial information and, accordingly, do not express an opinion or any other form of assurance on it. The scope of our engagement was limited to information provided by you and/or U.S. Accu-Measurements, LLC and Ross Consulting Group, Inc.

Based on details submitted herewith, it is our opinion that U.S. Accu-Measurements, LLC and Ross Consulting Group, Inc. suffered total economic damages of \$1,143,683 as a result of the breach of contract. No consideration has been given to possible additional economic damages for any future period.

This report has been prepared solely to assist you in connection with the above referenced litigation and is not to be used for any other purpose.

We reserve the right to modify our Report should additional information become available.

This report is subject to the assumptions and limiting conditions presented in Appendix A.

Wiss & Company
WISS & COMPANY, LLP

A handwritten signature in black ink, appearing to read 'L.R.C.'

Lawrence R. Chodor, CPA/ABV, CVA, CFF

A handwritten signature in black ink, appearing to read 'J.L.O.'

Joseph L. Ottaiano, CPA

Livingston, New Jersey
August 15, 2011

U.S. ACCU-MEASUREMENTS, LLC AND ROSS CONSULTING GROUP, INC.
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I. INTRODUCTION

The purpose of this report is to calculate the economic damages suffered by U.S. Accu-Measurements, LLC and Ross Consulting Group, Inc. ("USAM/RCG") as a result of the actions by Ruby Tuesday, Inc.

II. BACKGROUND

USAM/RCG are joint venture partners who provided, pursuant to written agreements (Exhibits 1 and 2) dated May 29, 1998 and dated October 24, 2000, respectively, with Ruby Tuesday, "Commercial Lease Analytical and Space Cost Occupancy Verification Services" in connection with leaseholds Ruby Tuesday, Inc. held with various landlords, including but not limited to Simon Property Group ("Simon").

USAM/RCG's remuneration was based on any refund or the cost reductions Ruby Tuesday received from landlords as a result of the services provided by USAM/RCG whether the refund and cost reductions were received "in cash, kind or by way of rental credit." USAM/RCG was to be paid 50 percent of the gross recovery of any benefit the landlord of the facility provided to the lessee (Ruby Tuesday) from the date of inception of any subject lease to the current year under analysis. USAM/RCG were also to receive 25 percent of the gross recovery that Ruby Tuesday received from landlords, whether by adjustments or collections of overcharges for no more than five years into the future.

Since 1998, USAM/RCG devoted thousands of hours to review and analyze leases in order to uncover overcharges and issue reports to Ruby Tuesday or its landlords that established numerous overcharges. Claims related to 17 Company-owned restaurants and 14 franchise units were forwarded to Simon. The value of the claim through 2008 was \$1,052,000 and is noted in the Interrogatory #7 attached to the Plaintiffs' Objections and Responses to Defendant's Interrogatories (First Set).

USAM/RCG has not received remuneration in connection with the above referenced claims. However, Ruby Tuesday has utilized these audits to secure financial benefits to itself in cash, or in the form of altered lease terms and conditions, specifically lease termination payments in 2009 totaling \$2,015,000 on seven Ruby Tuesday locations that have been closed. The lease termination agreements ceased any rental payments by Ruby Tuesday beyond August 31, 2009 for six (6) of the properties and January 31, 2010 for the remaining location. These seven (7) locations lease expiration dates ranged from January 31, 2010 to August 31, 2015 with total rent still due and payable through these lease expiration dates totaling \$4,258,128. See Exhibits 3 through 7 for Summary of Lease Buyouts and Calculated Savings along with the supporting documents.

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The Complaint filed by Franzblau Dratch on behalf of USAM/RCG asserts that “Ruby Tuesday advised Plaintiffs that it had resolved the \$1,052,000 claim against Simon in exchange for other benefits. Ruby Tuesday stated further that the global settlement that was reached with Simon precluded Ruby Tuesday from pursuing any other claims Plaintiffs presented to Ruby Tuesday. Plaintiffs received no remuneration from Ruby Tuesday, even though Ruby Tuesday received benefits from the global settlement.” The Complaint further asserts that, “Ruby Tuesday’s failures to pursue claims or pay Plaintiffs constituted a breach of the agreement between Plaintiffs and Ruby Tuesday, and damaged Plaintiffs.”

In addition, USAM/RCG submitted desk audits of two Ruby Tuesday restaurants located at a mall known as Mizner Park which is currently owned by General Growth Properties (“GGP”). The estimated claim through 2007 was approximately \$900,000. Ruby Tuesday acknowledged receipt of this claim and ultimately submitted payment for \$82,500 to USAM/RCG. Per Ruby Tuesday’s letter dated May 11, 2010 (Exhibit 9), “GGP, noting CAM issues with RTI (Ruby Tuesday) that they acknowledged through the value of which they disputed, forgave the \$165,000 outstanding rent owed on that Mizner Park location in return for a release of all CAM issues with RTI”. As noted in the Complaint, Ruby Tuesday did not pursue its claims as it was required to do in accordance with its contractual responsibilities to Plaintiffs. A summary of our calculation of the loss profits on this claim is noted below.

The economic damages related to the Mizner Park location may increase pending receipt and review by USAM/RCG of the 2008 through 2010 tenant’s annual expense reconciliation statements. The Agreement with Ruby Tuesday provided USAM/RCG to receive 25 percent of the gross recovery that Ruby Tuesday received from landlords for no more than five years into the future. Accordingly, we reserve the right to modify our Report should this additional information become available.

III. Computation of Loss

- We used Lease Buyout Checklists (Exhibit 6), prepared by Simon Properties, and Exhibits 7 and 8, prepared by Ruby Tuesday, to calculate the total savings to Ruby Tuesday by comparing the net present value of all future rent payments which includes operating expense reimbursements (“Total All-In”) versus the actual buyout amounts.
- Based on the rent termination dates established in the Buyout Agreements, either August 31, 2009 or January 31, 2010, we discounted all future All-In rent payments by applying a risk free rate of return (the 20-year Treasury bond yield). This calculation resulted in a Net Present Value All-In Rent Amount of \$3,567,365. We reduced the Net Present Value All-In Rent by the total Buyout amounts for the seven (7) properties of \$2,015,000 to arrive at a savings of \$1,552,365 (Exhibit 5).

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IV. CONCLUSION

In our opinion, the economic damages suffered by U.S. Accu-Measurements, LLC and Ross Consulting Group, Inc. was \$1,143,683, summarized as follows:

Simon Properties

Total All-In Rent Payable from Lease Cancellation Dates to Original Lease Expiration Dates (Adjusted to Net Present Value Based on Wiss Calculations)	\$3,567,365
Less: Ruby Tuesday Buyout Amount	<u>(2,015,000)</u>
Net Savings – Exhibit 4	<u>1,552,365</u>
USAM/RCG Remuneration (50 percent of Gross Recovery)	<u>X 50%</u>
Economic Damages	<u>\$ 776,183</u>

Mizner Park Property

Claim submitted by USAM/RCG (pursuant to Complaint filed 8/26/10)	\$ 900,000 *
USAM/RCG Remuneration (50 percent of Gross Recovery)	<u>X 50%</u>
Estimated Economic damages – Subtotal	<u>\$ 450,000</u>
Less: Payment received from Ruby Tuesday – May 11, 2010	<u>(82,500)</u>
Economic Damages	<u>\$ 367,500</u>
Combined Economic Damages	<u>\$1,143,683</u>

* Claim may be modified should additional information become available, specifically receipt of 2008 through 2010 tenant's annual expense reconciliation statements.

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APPENDICES

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Appendix A

U.S. ACCU-MEASUREMENTS, LLC AND ROSS CONSULTING GROUP, INC.
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STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

1. There were no limitations of scope imposed on either the analysis process or on this economic damage report, except as may have been identified and discussed therein. Limitations of scope, if any, identified and discussed in the report might influence the user's level of understanding regarding its contents. Accordingly, this Report is not intended for those who are not informed about such matters.
2. Financial and other related information provided by US Accu-Measurements, LLC and Ross Consulting Group, Inc. ("USAM/RCG") or its representatives, in the course of this engagement, have been accepted without any verification as fully and correctly reflecting the enterprise's business conditions and operating results for the respective periods, except as specifically noted herein. Wiss & Company, LLP has not audited, reviewed, or compiled the financial information provided to us and, accordingly, we express no audit opinion or any other form of assurance on this information.
3. Public information and industry and statistical information have been obtained from sources we believe to be reliable. However, we make no representation as to the accuracy or completeness of such information and have performed no procedures to corroborate the information.
4. We do not provide assurance on the achievability of projections by USAM/RCG because events and circumstances frequently do not occur as expected; differences between actual and expected results may be material; and achievement of future results is dependent on actions, plans, and assumptions of management.
5. This report and the conclusion arrived at herein are for the exclusive use of our client for the sole and specific purposes as noted herein. They may not be used for any other purpose or by any other party for any purpose. Furthermore, this report and conclusion are not intended and should not be construed to be investment advice in any manner whatsoever. The conclusion represents our considered opinion based on information furnished to us by USAM/RCG and other sources.
6. Neither all nor any part of the contents of this report should be disseminated to the public through advertising media, public relations, news media, sales media, mail, direct transmittal, or any other means of communication without our prior written consent and approval.

**Appendix A
(continued)**

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7. Future services regarding the subject matter of this report, including, but not limited to testimony or attendance in court, shall not be required of Wiss & Company, LLP unless previous arrangements have been made in writing.
8. No change of any item in this Report shall be made by anyone other than Wiss & Company, LLP, and we shall have no responsibility for any such unauthorized change.
9. Prospective financial information approved by management has been used in our procedures; we have not examined or compiled such prospective financial information and therefore, do not express an audit opinion or any other form of assurance on the prospective financial information or the related assumptions. Events and circumstances frequently do not occur as expected and there will usually be differences between prospective financial information and actual results, and those differences may be material.
10. We have conducted interviews with Charles Ross and Martin Mayer concerning this matter.
11. Except as noted, we have relied on the representations of the owners, management, and other third parties concerning value and useful condition of all equipment, real estate, investments used in the business, and any other assets or liabilities, except as specifically stated to the contrary in this report. We have not attempted to confirm whether or not all assets of the business are free and clear of liens and encumbrances or that the entity has good title to all assets.

Appendix B

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DOCUMENTS RELIED UPON

DEPOSITION EXHIBITS

1. Exhibit 1 (Cole) – Lease Auditing Contract between US Accu-Measurements, Inc and Ruby Tuesday, Inc. dated May 29, 1998.
2. Exhibit 2 (Cole) –email sent to Ross Consulting Group, Inc by Ruby Tuesday Group, Inc dated October 24, 2000 authorizing to proceed with Simon Audit.
3. Exhibit 1 (Duffy) – Master Agreement between Simon Property Group, LP and Ruby Tuesday, Inc.) dated September 3, 2009 regarding dispute relating to waiver of CAM Charges
4. Exhibit 4 (Duffy) - email from Kimberly Kneier (Ruby Tuesday) to Sandy Beall (Ruby Tuesday) dated June 22, 2009 providing details of the “Complete Simon Package”.
5. Exhibit 5 (Duffy) - email from Sandy Beall (Ruby Tuesday) to Rick Sokolov (Simon) dated June 22, 2009 with Sandy Beall providing comments on buyout issues, etc. regarding the details of the “Complete Simon Package”.
6. Exhibit 6 (Duffy) – email from Kimberly Kneier to Margie Duffy (Ruby Tuesday) dated August 26, 2009.
7. Exhibit 7 (Duffy) – email from Kimberly Kneier to Margie Duffy dated August 26, 2009.
8. Exhibit 8 (Duffy) – email from Sandy Beall to Margie Duffy dated June 22, 2009.
9. Exhibit 9 (Duffy) – list of six (6) Ruby Tuesday locations leased from Simon Properties presenting monthly rent amounts and total rent to term with handwritten notes.
10. Exhibit 11 (Duffy)– “Simon Deals” schedule heading with presents list of seven (7) Ruby Tuesday locations leased from Simon Properties which includes Net Present Value amount through lease expiration; Net Present Value up to 3 year maximum and Q4 Reserve with handwritten notes.

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LEASES

11. Lease Agreement Century III Associates (Landlord) & Morrison Inc. (Tenant) dated September 22, 1992.
12. Rent Commencement Letter between Century III Associates & Morrison Restaurants, Inc. dated April 14, 1993.
13. Short Form Lease between Century III Associates (Landlord) & Morrison Inc. (Tenant) dated September 22, 1992 to lease Room 403 for 17 years at the Century III Shopping Center in West Mifflin, PA.
14. Lease Modification between Haywood Mall Associates (Landlord) & Morrison Restaurants, Inc (Tenant) dated November 13, 1995 related to lease of 365 sf of patio space at no additional rent.
15. Second Modification of Lease between Haywood Mall Associates (Landlord) & Morrison Restaurants, Inc (Tenant) dated January 18, 1996 establishing that premised was delivered on December 5, 1995 & LCD will be earlier of (i) May 4, 1996 or (ii) day Tenant opens for business.
16. Third Modification of Lease between Haywood Mall Associates (Landlord) & Morrison Restaurants, Inc (Tenant) dated June 31, 1996 establishing that premised was remeasured at 4,951 sf and revising Fixed Rent amounts.
17. Fourth Modification of Lease between Haywood Mall Associates (Landlord) & Ruby Tuesday, Inc (Tenant) dated January 3, 1997 effective May 4, 1996 reducing environmental charge from \$30,000 to \$24,000 per year and deleting electric and non-electric portion of Chilled Water Component.
18. Agreement of Lease between Haywood Mall Associates (Landlord) & Morrison Restaurants, Inc. (Tenant) dated April 22, 1995.
19. First Amendment to Lease between Brunswick Square Mall, LLC (landlord) and Ruby Tuesday, Inc. (Tenant) dated January 26, 2010 extending term from November 1, 2010 to October 31, 2012.
20. First Amendment to Lease between MNH Mall, LLC (Mall of New Hampshire) (Landlord) and Ruby Tuesday, Inc. (Tenant) dated January 26, 2010 extending term from February 1, 2010 to January 31, 2012.

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21. First Amendment to Lease between Mall at Rockingham, LLC (Landlord) and Ruby Tuesday, Inc. (Tenant) dated January 26, 2010 extending term from February 1, 2010 to January 31, 2012.

OTHER

22. Ross Consulting Group Lease Audit Report dated December 3, 2003.

23. Ross Consulting Group Lease Audit Report dated November, 2004.

24. Letter to Martin Mayer & Charles Ross (U.S. Accu-Measurements, LLC) from Kevin Reeve, VP & Asst Gen Counsel of Ruby Tuesday dated May 11, 2010.

25. Letter to Kevin Reeve (Ruby Tuesday) from Martin Mayer dated May 21, 2010.

26. Letter to Martin Mayer from Kevin Reeve dated June 25, 2010.

27. Complaint U.S. Accu-Measurements, LLC & Ross Consulting Group, Inc v Ruby Tuesday, Inc. dated August 26, 2010.

28. Plaintiffs' Objections and Interrogatory to Defendant's Interrogatories (First Set).

29. Deposition of Marguerite Duffy dated February 17, 2011.

30. Buyout Checklists and Agreements Cancelling Lease dated February 2, 2010 for the following 6 properties:

- Richmond Heights, OH
- Gwinnett Place Mall, Duluth, GA
- Century III Mall, West Mifflin, PA
- Northpark Mall, Ridgeland, MS
- Arsenal Mall, Watertown, MA
- Boynton Beach Mall, Boynton Beach, FL

31. Buyout Checklist and Agreement Cancelling Lease dated July 13, 2010 for Haywood Mall, Greenville, SC.

32. Letter from Kevin Reeve (Ruby Tuesday) to Martin Mayer and Charles Ross regarding settlement with General Growth Properties on the Mizner Park location dated May 11, 2010.

Appendix C

EXPERT ANALYSTS' QUALIFICATIONS

**LAWRENCE R. CHODOR, CPA/ABV, CVA, CFF
WISS & COMPANY, LLP
354 EISENHOWER PARKWAY
LIVINGSTON, NEW JERSEY 07039**

EDUCATION

Graduate of Bryant University, Smithfield, Rhode Island in 1983, with a Bachelor of Science in Accounting

PROFESSION

Practiced public accounting since 1983

Certified Public Accountant licensed to practice in the States of New Jersey and New York (CPA)

Accredited in Business Valuation (ABV)

Certified Valuation Analyst (CVA)

Certified in Financial Forensics (CFF)

Partner in Wiss & Company, LLP, Certified Public Accountants, 354 Eisenhower Parkway, Livingston, New Jersey 07039, since 1995.

Partner-in-Charge Law Firm Services

PROFESSIONAL ORGANIZATIONS

Member of:

American Institute of Certified Public Accountants

New Jersey and New York Society of Certified Public Accountants

National Association of Certified Valuation Analysts

JCC of MetroWest Board of Directors

PROFESSIONAL EXPERIENCE

Lectured before the New Jersey Society of CPA's, the Essex County Bar Association, the New Jersey Institute for Continuing Legal Education and other professionals on accounting, auditing and valuation topics.

Co-authored an article on shareholder agreements that was published in the New Jersey Lawyer.

Participated in initial public offerings and audits of public and privately held companies and non-profit institutions in various industries including manufacturing, distribution, telecommunications, transportation, biotechnology, computer rental and software system design.

Participated in litigation matters including matrimonial, bankruptcy, damage claims, shareholder disputes and valuation of closely-held businesses.

Provided due diligence services for merger and acquisition transactions.

Provided field examination services for financial institutions including collateral reviews for potential and existing loans.

Testified as an expert witness in the State of New Jersey and New York.

**Appendix C
(continued)**

**JOSEPH L. OTTAIANO, CPA
WISS & COMPANY, LLP
354 EISENHOWER PARKWAY
LIVINGSTON, NEW JERSEY 07039**

EDUCATION

Graduate of Rutgers University, Newark, New Jersey in 1980, with a Bachelor of Arts in Accounting and 1990 with a Master of Business Administration in Finance

PROFESSION

Practiced public accounting since 1980

Certified Public Accountant licensed to practice in the State of New Jersey

Director of Real Estate Consulting Division in Wiss & Company, LLP, Certified Public Accountants, 354 Eisenhower Parkway, Livingston, New Jersey 07039

PROFESSIONAL ORGANIZATIONS

Member of:

American Institute of Certified Public Accountants

New Jersey Society of Certified Public Accountants

International Council of Shopping Centers

National Association of Industrial and Office Properties

PROFESSIONAL EXPERIENCE

Participated in litigation matters including matrimonial and damage claims focusing on real estate related disputes.

Provided due diligence services for real estate acquisition transactions and lender underwriting engagements including debt restructuring projects.

Developed and instructed training modules for financial analysis and forensic accounting courses.

Provided financial analysis and market assessment related services for financial institutions to provide asset summary reviews for potential and existing loans.

Appendix D

**U.S. ACCU-MEASUREMENTS, LLC AND ROSS CONSULTING GROUP, INC.
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SUMMARY OF PRESENTATION AND ARTICLES

LAWRENCE R. CHODOR

PRESENTATIONS:

“5 Common Mistakes that Could Cost You Millions”, July 19, 2011.

Wells Fargo Private Banking, “Preparing a Business for Sale: A Buyer’s Perspective”, May 18, 2011.

New Jersey Business Law Symposium (NJ Institute for Continuing Legal Education) “Valuation Tax and Pay-Out Concerns in the Business Divorce”, April 9, 2010.

The Commerce and Industry Association of New Jersey, “Mergers and Acquisitions, Strategies for Survival and Success”, January 27, 2009.

The Leading Edge, “Valuation of Intangible Assets in Accordance with FAS 141”, October 27, 2008

Regent Atlantic – “Preparing a Business for Sale”, December, 2007.

The Money Conference – Mergers and Acquisitions, October 21, 2003.

New Jersey Society of Certified Public Accountants Mega Conference, “Developing a Matrimonial Practice”, October 25, 2002.

New Jersey Society of Certified Public Accountants Matrimonial Accounting Conference, “Business Valuation Update”, May 24, 2001

ARTICLES:

New Jersey Law Journal, “Tips to Avoid Courtroom Surprises”, August 2011.

New Jersey Lawyer, “The Law Firm Merger” Financial Due Diligence: What to Expect”, June 25, 2007.

The Wiss Advisor, “How to Prevent Employee Fraud and Abuse”, Fall 2002.

Wiss Website: “Using Net Worth Analysis to Uncover Hidden Assets”, 2005.

Co-Authored article for New Jersey Lawyer Magazine, “Shareholders’ Agreements: Accounting and Financial Implications”, July 1994.

Appendix E

**U.S. ACCU-MEASUREMENTS, LLC AND ROSS CONSULTING GROUP, INC.
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Wiss, Janney, Traver, LLP, Inc.

WISS FEES

Wiss & Company, LLP's compensation is based on the following hourly rates:

Hourly Rate

Lawrence R. Chodor	<u>\$375</u>
Joseph Ottiano	<u>\$365</u>

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RECORD OF TESTIMONY FOR LAWRENCE R. CHODOR

<u>Date</u>	<u>Case</u>	<u>Description</u>
02/05/95	Ronald Couri, Plaintiff v. Maria Couri, Defendant	Matrimonial Litigation
	Superior Court of New Jersey Chancery Division, Bergen County Docket No.: FM-05906-93 Expert for Defendant	Deposition Testimony
	Defendant' Attorney Opposing Attorney	-Geraldine O'Kane, Esq. -Melinda Lowell, Esq.
9/30/97 and 10/6/97	G & P Parlamas, Inc., Plaintiff v. J. G. Schmidt Steel, Defendant	Breach of Contract
	Superior Court of New Jersey Law Division, Monmouth County Docket No.: MON-L-0620-93 Expert for Plaintiff	Trial Testimony
	Plaintiff's Attorney Opposing Attorney	-Frederick C. Biehl, III, Esq.
2/08/00	Bollinger, Plaintiff v. Kirkpatrick, Defendant	Stockholder Dispute
	Superior Court of New Jersey Chancery Division, Morris County Docket No.: MRS-C-196-97 Expert for Plaintiff	Deposition Testimony
	Plaintiff's Attorney Opposing Attorney	-William J. Wolf, Esq. -Paul J. Dillon, Esq.

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<u>Date</u>	<u>Case</u>	<u>Description</u>
5/04/00	Wolf, Plaintiff v. Burgermaster, Defendant	Shareholder Dispute
	American Arbitration Association Expert for Plaintiff	Arbitration Testimony
	Plaintiff's Attorney Opposing Attorney	-Harvey Pearlman, Esq. -Jeffrey H. Schechter, Esq.
10/26/00 and 11/08/00	Mister Pillow, Inc, et al, Plaintiff v. USF&G Insurance Company, et al, Defendants	Economic Damages
	Superior Court of New Jersey Law Division, Monmouth County Docket No.: MON-L-003469-97 Expert for Plaintiff	Deposition Testimony Trial (Jury) Testimony
	Plaintiff's Attorney Opposing Attorney	-Dominick April, Esq. -James B. Burns, Esq.
01/10/01	C&R Realty and Management Co., Inc., Plaintiff v. Anthony Pellosie et al. Defendants	Contract Dispute
	Superior Court of New Jersey Law Division, Bergen County Docket No.: BER-L-9475-95 Expert for Plaintiff	Deposition Testimony
	Plaintiff's Attorney Opposing Attorney	-Frank E. Ferruggia, Esq. -John S. Favate, Esq.

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<u>Date</u>	<u>Case</u>	<u>Description</u>
06/27/01	Lisa S. Epstein, Plaintiff v. Michael Epstein, Defendant	Matrimonial Litigation
	Superior Court of New Jersey Chancery Division, Monmouth County Docket No.: FM-13-1932-95A Expert for Defendant	Deposition Testimony
	Defendant's Attorney Opposing Attorney	-Peter Harris, Esq. -Bonnie M.S. Reiss, Esq.
07/31/01	D'Onofrio II, Plaintiff v. Gallagher, Defendant	Contract Dispute
	Superior Court of New Jersey Law Division, Ocean County Docket No.: OCN-L-002248-96 Expert for Defendant	Trial (Jury) Testimony
	Defendant's Attorney Opposing Attorney	-Bruce D. Atkinson, Esq. -Robert Novins, Esq.
11/19/01	Airborne Freight Corporation v. Think Tek, Inc.	Contract Dispute
	United States District Court For the District of New Jersey Civil Action No.: 00-6153 (HAA) Expert for Defendant	Deposition Testimony
	Defendant's Attorney Opposing Attorney	-Jeffrey J. Wild, Esq. -Steven J. Fox, Esq.

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<u>Date</u>	<u>Case</u>	<u>Description</u>
11/27/01	Extended Benefits, Inc., Plaintiff v. Oxford Health Plans, Inc., Defendant	Contract Dispute
	United States District Court For the District of New Jersey Civil Action No.: 000876 (JWB) Expert for Plaintiff	Deposition Testimony
	Plaintiff's Attorney Opposing Attorney	-Jeffrey J. Wild, Esq. -Wayne Pinkstone, Esq.
5/20/03	Joanne Simonetti, Plaintiff v. David Simonetti, Defendant Superior Court of New Jersey Chancery Division, Essex County Expert for Plaintiff	Matrimonial Litigation
	Plaintiff's Attorney Opposing Attorney	-Lucy Agostini, Esq. -Vincent Marino, Esq.
8/21/03	Joanne M. Fiedler, Plaintiff v. Mack-Cali, Inc., et.al., Defendants Superior Court of New Jersey Law Division, Somerset County Expert for Plaintiff	Economic Damages
	Plaintiff's Attorney Opposing Attorney	Deposition Testimony
		-Robert Hoyt, Esq.

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<u>Date</u>	<u>Case</u>	<u>Description</u>
10/15/03	Trust 3 Under the Will of Russell G. Ranney, Plaintiff v. Ranney School, Defendant	Contract Dispute
	American Arbitration Association Expert for Plaintiff	Arbitration Testimony
	Plaintiff's Attorney Opposing Attorney	-David Menzel, Esq. -Lawrence Maher, Esq.
12/16/03	The Cream-O-Land Dairy Group v. Parmalat USA Corp. and Parmalat S.p.A Superior Court of New Jersey Chancery Division, Middlesex County Expert for Plaintiff	Contract Dispute
	Plaintiff's Attorney Opposing Attorney	Deposition Testimony -Richard Galex, Esq. -Barry Kozyra, Esq.
8/3/04	Cambria Automotive Companies, Inc., Plaintiff v. Borough of Elmwood Park, et.al., Defendants Superior Court of New Jersey Law Division, Bergen County Expert for Plaintiff	Economic damages Deposition Testimony
	Plaintiff's Attorney Opposing Attorney	-Katherine Wigness, Esq. -Leonard Rosa, Esq.

**Appendix F
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<u>Date</u>	<u>Case</u>	<u>Description</u>
08/31/05	Larry Snider, Plaintiff v. Michael Berk, et als., Defendants Superior Court of New Jersey Law Division – Monmouth County Docket No. MON-L-200-01 Expert for Defendants	Stockholder Dispute Deposition Testimony
	Defendant's Attorney Opposing Attorney	-Sean R. Regan, Esq. -Jeffrey A. Donner, Esq.
10/05/05	Leon E. Jamie, National Memorial Chapel, Inc., Claimants and Edward D. Jamie, Jr., Respondent American Arbitration Association – NY State Expert for Claimants	Stockholder Dispute Arbitration Testimony
	Claimant's Attorney Opposing Attorney	-Martin Lee, Esq. -Neal Brickman, Esq.
01/16/08	Prisma S.A. and Emporiki Leasing S.A., Claimants vs. Tamglass Tempering Systems, Inc., Respondent American Arbitration Association - Pennsylvania State Expert for Claimants	Economic Damages Deposition Testimony
	Claimant's Attorney. Opposing Attorney	-Michael J. Kopcsak, Esq. -Mark A. Eck, Esq.

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U.S. ACCU-MEASUREMENTS, LLC AND ROSS CONSULTING GROUP, INC.
V.
RUBY TUESDAY, INC.

ECONOMIC DAMAGES REPORT

<u>Date</u>	<u>Case</u>	<u>Description</u>
04/28/08	Verizon New Jersey, Inc. Plaintiff v. One Washington Park Urban Renewal Association, et al.	Economic Damages Trial Testimony Defendants
	Superior Court of New Jersey Law Division: Morris County Docket No. MRS-L-120-05 Expert for Plaintiff	
	Plaintiff's Attorney Opposing Attorney	-David Menzel, Esq. -Ronald Nagel, Esq.
09/17/08	Peter J. Milazzo, Plaintiff v. SMS Industries, Inc., Defendant Supreme Court of New York Index No. 603804/07 Expert for Plaintiff	Stockholder Dispute Trial Testimony
	Plaintiff's Attorney Opposing Attorney	-Peter M. Levine, Esq. -Daniel M. McGillycuddy, Esq.
12/13/08	Prisma S.A. and Emporiki Leasing S.A., Claimants v. Tamglass Tempering Systems, Inc., Respondent American Arbitration Association - Pennsylvania State Expert for Claimants	Economic Damages Arbitration Testimony
	Claimants Attorney Opposing Attorney	-Michael J. Kopcsak, Esq. -Mark A. Eck, Esq.

Appendix F
(continued)

U.S. ACCU-MEASUREMENTS, LLC AND ROSS CONSULTING GROUP, INC.
v.
RUBY TUESDAY, INC.

ECONOMIC DAMAGES REPORT

<u>Date</u>	<u>Case</u>	<u>Description</u>
02/10/09	Thomas R. Curtin, Plaintiff v. Kathleen P. Curtin, Defendant Superior Court of New Jersey Chancery Division: Family Part, Morris County Docket No.: FM-14-1048-07-B Expert for Plaintiff Plaintiff's Attorney Opposing Attorney	Matrimonial Litigation Deposition Testimony -Frederick J. Sikora, Esq. -Kenneth R. Rush, Esq.
05/04/09	Thomas R. Curtin, Plaintiff v. Kathleen P. Curtin, Defendant Superior Court of New Jersey Chancery Division: Family Part, Morris County Docket No.: FM-14-1048-07-B Expert for Plaintiff Plaintiff's Attorney Opposing Attorney	Matrimonial Litigation Trial Testimony -Edward O'Donnell, Esq. -Kenneth R. Rush, Esq.
03/24 and 03/25/10	Airframe Systems, Inc., Plaintiff v. Raytheon Company and L-3 Communications Corporation, Defendants Expert for Plaintiff Plaintiff's Attorney Opposing Attorney	Economic Damages - Copyright Infringement Deposition Testimony -Bruce Afran, Esq. -Alan M. Gelb, Esq.

**Appendix F
(continued)****U.S. ACCU-MEASUREMENTS, LLC AND ROSS CONSULTING GROUP, INC.
v.
RUBY TUESDAY, INC.****ECONOMIC DAMAGES REPORT**

<u>Date</u>	<u>Case</u>	<u>Description</u>
03/11/11	Dheeraj K. Akula, Plaintiff v. International Software Consulting, Inc. Emerging Software Consulting, Inc. Mascon Global Consulting, Inc., Nandu Thondavadi and Krishnamurthy Chandra, Defendants	Breach of Contract
	Superior Court of New Jersey Chancery Division Middlesex County Docket No. C-161-07 Expert for Defendants	
	Opposing Attorney Defendants Attorney	-Leo J. Hurley, Jr., Esq. -Gary E. Roth, Esq.
03/21/11	Rita Megaro, Plaintiff v. Anthony Megaro, Defendant Superior Court of New Jersey Chancery Division: Family Part Hunterdon County Docket No. FM-10-418-085 Expert for Plaintiff Plaintiff's Attorney Opposing Attorney	Matrimonial -Angelo Sarno, Esq. -Neil Braun, Esq.

Appendix G

U.S. ACCU-MEASUREMENTS, LLC AND ROSS CONSULTING GROUP, INC.
V.
RUBY TUESDAY, INC.

ECONOMIC DAMAGES REPORT



July 14, 2011

Chris Franzblau, Esq.
Franzblau Dratch
354 Eisenhower Parkway
Livingston, New Jersey 07039

*RE: U.S. Accu-Measurements, LLC, a Florida Limited Liability Company,
Successor to U.S. Accu-Measurements, Inc., a New Jersey Corporation and
Ross Consulting Group, Inc., a New Jersey Corporation, Plaintiffs*

*vs.
Ruby Tuesday, Inc., Defendant
United States District Court
District of New Jersey
Case No.: 2:10-CO-05011 (PGS)*

Dear Mr. Franzblau:

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

OUR SERVICES

You have retained Wiss & Company, LLP to provide services in connection with the above litigation currently pending before the United States District Court, District of New Jersey.

We will assist you in your representation of U.S. Accu-Measurements, LLC, ("U.S. Accu-measurements" and Ross Consulting Group, Inc. "Ross", collectively the "Company"). We anticipate our services will include a review of the claims that have been asserted by the Company related to certain services provided to Defendant by the Company as well as other financial matters you bring to our attention.

We will be able to consult with you, and should you deem it appropriate, we will be prepared to provide expert witness testimony at deposition or trial. All information and documents made available to us during this engagement will be held in confidence.

At your request, we will prepare a report of our findings. The report's distribution will be limited to you, and its use restricted to this matter. Any other use or distribution of the report is strictly prohibited without the expressed, written consent of Wiss & Company, LLP. We assume no responsibility to update our report for events that occur after its date of issuance.

WISS & COMPANY, LLP • 354 Eisenhower Parkway, Livingston, NJ 07039 • Phone: 973.994.9400 • Fax: 973.992.6760
NEW YORK • LIVINGSTON • ISELIN
www.wiss.com

CHP

**Appendix G
(continued)**

**U.S. ACCU-MEASUREMENTS, LLC AND ROSS CONSULTING GROUP, INC.
V.
RUBY TUESDAY, INC.**

ECONOMIC DAMAGES REPORT

Chris Franzblau, Esq.
Livingston, New Jersey

July 14, 2011

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We will accept as reliable, accurate and complete the financial or other information provided to us. We will not audit, review or compile such financial information, in regard to the application of Generally Accepted Accounting Principles (GAAP) and Generally Accepted Auditing Standards (GAAS). Accordingly, we will not express an opinion or any other form of assurance on them. We will, however, review and analyze the available data and perform certain procedures and analyses to satisfy ourselves as to its reasonableness thus enabling us to form our conclusions. All information, documents and findings relative to this engagement are considered confidential.

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. However, we will inform you of any material errors that come to our attention and any fraud or illegal acts that come to our attention, unless they are clearly inconsequential.

Our fees for these services will be billed at our standard hourly rates in effect at the time services are rendered, which currently range from \$135 for staff assistants to \$375 for partners, plus out-of-pocket expenses. We require a retainer of \$7,500. Should the retainer exceed the total fees and costs incurred, we will refund the excess. Invoices for services will be rendered to you periodically and are due upon presentation. In the absence of our receipt of a written objection to any invoice within 30 days of the date it is rendered, you will be deemed to have accepted and acknowledged as correct the services rendered as described in the invoice and the value thereof.

We understand our fees are the obligation of the U.S. Accu-Measurements and Ross.

Our fees are not contingent on the results obtained as we do not warrant or predict results or the final outcome of this matter.

You or the court will advise us with sufficient notice, of the services to be performed by us and the requirement for appearance in court. All outstanding fees must be paid in full before testimony is provided. In the event that we are required to appear at a proceeding related to the matter, you will be billed for travel time to and from the proceeding, waiting time, if any, and testifying time. Should information become known that would make our continued involvement in this engagement inappropriate, or should the attorneys or parties involved in this litigation change, we reserve the right to withdraw from this engagement.

We both agree that any dispute over fees charged by us will be submitted for resolution by arbitration in accordance with the Rules of Professional Accounting and Related Services Disputes of the American Arbitration Association or with any other arbitration association. Cost of any mediation proceeding should be shared equally by all parties. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by us, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.



Appendix G
(continued)

U.S. ACCU-MEASUREMENTS, LLC AND ROSS CONSULTING GROUP, INC.
V.
RUBY TUESDAY, INC.

ECONOMIC DAMAGES REPORT

Chris Franzblau, Esq.
Livingston, New Jersey

July 14, 2011

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Please indicate your agreement with the contents of this letter by signing the enclosed copy where indicated and returning it to us with the retainer requested.

Sincerely,

Lawrence R. Chodor
Lawrence R. Chodor

The services described in this letter are in accordance with my requirements and the terms are acceptable to me:

Accepted:

By: _____

Chris Franzblau, Esq.

Date: _____

Acknowledgement of Financial Obligations

By: _____

Martin Mayer for U.S. Accu-Measurements, LLC.

Date: _____

By: _____

Charles H. Ross

Charles Ross for Ross Consulting Group, Inc.

Date: _____

July 17, 2011

U.S. ACCU-MEASUREMENTS, LLC AND ROSS CONSULTING GROUP, INC.
V.
RUBY TUESDAY, INC.

ECONOMIC DAMAGES REPORT

EXHIBITS

Exhibit

- 1 Lease Auditing Contract between US Accu-Measurements, Inc. and Ruby Tuesday, Inc. dated May 29, 1998.
- 2 Email sent to Ross Consulting Group, Inc. by Ruby Tuesday Group, Inc. dated October 24, 2000 authorizing to proceed with Simon Audit.
- 3 Master Agreement between Simon Property Group, LP and Ruby Tuesday, Inc.) dated September 3, 2009 regarding dispute relating to waiver of CAM Charges.
- 4 Wiss Calculation of Achieved Savings based on Net Present Value.
- 5 Lease Buyout Checklists for seven (7) properties.
- 6 Exhibit 9 (Duffy) – List of six (6) Ruby Tuesday locations leased from Simon Properties presenting monthly rent amounts and total rent to term with handwritten notes.
- 7 Exhibit 11 (Duffy) – “Simon Deals” schedule heading with presents list of seven (7) Ruby Tuesday locations leased from Simon Properties which includes Net Present Value amount through lease expiration; Net Present Value up to 3 year maximum and Q4 Reserve with handwritten notes.
- 8 Letter from Kevin Reeve (Ruby Tuesday) to Martin Mayer and Charles Ross regarding settlement with General Growth Properties on the Mizner Park location dated May 11, 2010.

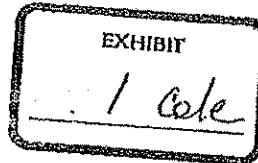
Exhibit 1

*Signs
Contract*



U.S. Accu-Measurements, Inc.

AMERICA'S RENTAL OVERCHARGE RECOVERY SPECIALISTS



Facsimile Transmission

+++++

To: M. Walter G. Cole, Jr. Esq.

Company: Ruby Tuesday Executive Offices

Destination Fax#: 423 1379-6827

Date: June 12 / 98

Pages: 5 incl cover sheet

+++++

Additional Message:

Re: Lease Auditing Contract

Dear Walter:

I fax herewith a fully executed agreement and will be mailing an ink original.

Please disregard my June 9th letter. John Valentine of our office pointed out that the language of the revision is clear: the 5 year limitation is to apply only to the in futuro portion of any recovery, and that rate is 25% as to any in futuro years which might constitute a part of the first five years of a given lease. Otherwise, paragraph a) governs the past portion of the lease transaction.

We also agreed that, in the event you do not enjoy at least 5 in futuro years of occupancy, the fee is cancelled to the extent you did not effect the agreed upon savings attributable to in futuro occupancy, in the event you terminate any such lease during our in futuro entitlement period. Past overcharge payments enjoyed in futuro are not covered by this understanding. We will be contacting Dave Hibbard shortly to discuss document retrieval.

Cordially and with Thanks,

Martin C. Mayer, President

mcm/dms

If you do not receive a clear and full transmission, please phone (973) 994-9052.

Exhibit 1
(continued)

CONTRACT FOR COMMERCIAL LEASE ANALYTICAL AND SPACE COST OCCUPANCY VERIFICATION SERVICES

The contract vendor of services herein is U.S. ACCU-MEASUREMENTS, INC., with general business offices at 66 W. Mount Pleasant Avenue, Livingston, N.J. 07039 (Tel: 1-800-554-9020; Fax 973-994-2212).

The contract vendee, recipient of services to be performed hereunder, is RUBY TUESDAY, INC., with general offices at 4721 Morrison Drive, Mobile, Alabama 36625-0001. (Tel: 334-344-3000; Fax 334-343-4365). (Effective June 1, 1998, address for Ruby Tuesday, Inc. will be: 150 West Church Avenue, Maryville, Tennessee 37801 Tel: 888-553-4352). The subject matter of this service agreement is existing leases of vendee with private landlords. A list of the aforesaid leases are appended to this agreement as Exhibit "A", listed by street address. Vendee may add to or subtract from such list at its discretion, providing, in the case of subtraction from the list, the deleted assignment has not commenced at the time of such deletion.

The term of this agreement is one year from the making thereof, with automatic one year extensions unless otherwise cancelled. Either party may cancel this agreement at any time upon thirty days' written notice sent Certified Mail, Return Receipt Requested, sent to the recipient at the office addresses appearing above or to any subsequent address furnished in writing each to the other. In the event of such cancellation, vendor agrees to complete all work in progress; vendee agrees in such event to honor all of its undertakings with respect to the completion of any work still in progress.

The retaining of U.S. ACCU-MEASUREMENTS, INC, by RUBY TUESDAY, INC, specifically means that vendor's remuneration is contingent and is based upon a realization in fact by vendee of refunds made by landlords or their assigns, predicated upon information documented by vendor that overcharges in fact occurred. Remuneration is to be made to vendor by vendee, only when, as and if refunds and cost reductions are realized, as received by vendee, and whether in cash, kind, or by way of rental credit.

Vendor's fee schedule is agreed upon as follows:

(a) Fifty Percent (50%) of the gross recovery of monies from landlords, as respects overpayments made from the date of inception of any subject lease through the present (current year under analysis), nomatter when in time recovered and realized by vendee in fact.

(b) Twenty-five Percent (25%) of the gross recovery of monies from landlords, as respects monies realized from adjustments and/or corrections of overcharges which would have taken place over the future life of any subject lease but for the correction and adjustment of same by vendor for vendee's account. The vendor's fee as provided in this paragraph (b) shall be limited to a period of five (5) years, such period commencing on the date the recovery period commences as provided for in (a). * Specifically, vendor agrees to perform the following menu of analytical services, on a contingent remuneration basis, without cost or liability to vendee except as set forth above in the schedule of vendor's remuneration.

1. A cash cost interpretive review of the lease (a "four corners" integrated review of language and definitions), geared toward pinpointing overcharges IN FACT as they relate to payment of base rental and CAM upcharges. Also to be established is the existence, if any, of the definitions upon which exclusively demised space to tenant has been calculated. For example, if the recovery period commences on a date two (2) years earlier in the lease term, then the vendor's fee under this paragraph (b) would extend for a period of three (3) years.

Exhibit 1
(continued)

and the definitional base for determining how the ancillary passthrough proration has been calculated.

2. A verification review, from an engineering perspective, geared to verify if, in fact, vendee in each instance occupies that which is described as exclusively demised to vendee; and, where multiple occupancy of a building exists, whether the calculation of "aggregate rentable", upon which the denominator of the CAM proration factor is calculated, is accurate. With reference to the latter, vendee agrees to supply scaled drawings of the entire building of which vendee's premises constitute a portion, at vendee's option, as a prerequisite for this particular item of service.

3. Presentation by vendor, to vendee, in the form of a written report, with diagrams where needed, of all overcharges attributable to "phantom" square footage in the demised premises and in the aggregated rentable premises of the entire building of which vendee's premises are a part, subject to the furnishing of drawings as per the prior paragraph.

4. Presentation by vendor, to vendee, of a quantification of overcharges attributable to line items improperly passed through, miscalculated or mis-allocated.

5. Presentation by vendor, to vendee, of a written bill of particulars quantifying all matters discovered to be overcharges, but in a "gray area" of possible entitlement, which should be clarified or corrected in future negotiations of lease documentation.

6. Vendor, thereafter, with permission, advice and consent of vendee, shall be franchised by vendee to utilize all diplomatic and courteous means, all at the discretion of RUBY TUESDAY, INC. and subject to vendee's rules and protocol, to effect an adjustment of any overcharges from vendee's landlord (s), for the account of vendee.

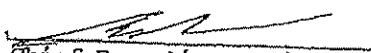
7. In the event, after reasonable and diplomatic recovery efforts have been exhausted, vendor and vendee MUTUALLY agree that a given claim should be prosecuted in the courts or in arbitration, the cost of hiring situs jurisdiction licensed counsel shall be borne by vendee, but the cost thereof, predicated upon reasonable and customary fees, shall be charged off against the portion of any such recovery belonging to vendor, up to the full amount of any such contingent fee.

8. For the purposes of calculating remuneration and assessing legal costs, if any, each lease set forth on the appended schedule shall be treated as a separate assignment. Vendor will be doing most of its technical work within the State of New Jersey. In consideration of same, the parties agree that in the event of any disagreement relating to this contract, the law of New Jersey will apply.

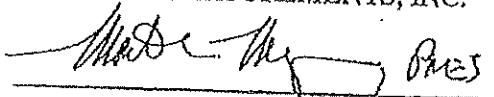
9. Both parties hereto acknowledge that good faith, pragmatic cooperation, and a great degree of co-sourcing and pooling of available information are required to achieve an effective end result for vendee. Both parties, hereto, pledge such good faith cooperation and agree to hold confidential any trade secrets or privileged information either learns of the other during the course of this assignment. This paragraph will survive any termination of this agreement for an additional period of two years.

Signed and Sealed this 29th day of November, 1997 May, 1998.

RUBY TUESDAY, INC.


Chief Executive Officer

U.S. ACCU-MEASUREMENTS, INC.


President

RUBY TUESDAY MALL LOCATIONS

New Jersey - CAM

Exhibit 1
(continued)

HOUSE CODE	UNIT CONCEPT	LOCATION	CITY	STATE	RIGHT TO AUDIT?	TIMES PER YEAR/ ADV. NOTICE	LEASE SECTION
2954	308	RT	Dolpford Mall, #1A1	Dolpford	NJ	Yes	30 day written notice. Have the right to contest within 60 days of receipt of certification.
2904	277	RT	Brunswick Square, #400	East Brunswick	NJ	No	30 day written notice - not more than once per calendar year - within 12 months after receiving year end accounting.
3638	402	RT	Monmouth Mall	Eatontown	NJ	Yes	30 day written notice - not more than once per calendar year - within 12 months after receiving year end accounting.
3840	405	MZ	Monmouth Mall	Eatontown	NJ	Yes	30 day written notice - not more than once per calendar year - within 12 months after receiving year end accounting.
2832	205	RT	Freehold Raceway Mall, Suite 100	Freehold	NJ	Yes	30 day prior written notice - not more than once per calendar year.
3660	420	JAZ	Quaker Bridge Mall	Lawrenceville	NJ	No	Upon written request, Landlord must submit reasonable back-up documentation.
3961	359	RT	Ledgewood Mall	Ledgewood	NJ	Yes	10 days written notice - not more than twice per lease year.
2929	256	RT	Hamilton Mall, #139	Mays Landing	NJ	No	Upon written request, Landlord must submit reasonable back-up documentation.
3612	403	RT	The Mall at Short Hills	Paramus	NJ	No	Upon written request - not more than once per lease year - Landlord will furnish internal audit report.
3809	395	RT	N. Plainfield	N. Plainfield	NJ	Yes	10 days notice - not more than once per year.
2697	240	RT	Garden State Plaza Mall	Paramus	NJ	Yes	10 days notice - within 60 days of end of such Lease Year.
3692	499	RT	The Plaza at Woodbridge	Woodbridge	NJ	Yes	Upon written notice - not more than once per year.
							Rider 20

EXHIBIT A - Page 1 of 3



RUBY TUESDAY MALL LOCATIONS

Kathy Johnson, Esq.
Exhibit 1
(continued)

HOUSE CODE	UNIT CONCEPT	LOCATION	CITY	STATE	RIGHT TO AUDIT?	TIMES PER YEAR/ ADV. NOTICE	LEASE SECTION
2982	401	RT	Crossgates Mall	Albany	NY	Yes	For 3 year period after Lease Year in question.
3926	302	MZ	Colonie Center	Albany	NY	No	Upon written request, Landlord must submit reasonable pack-up documents. Rider 65
2708	124	RT	Walden Galleria, Space B217	Buffalo	NY	Yes	For 3 year period after Lease Year in question.
3973	315	RT	Great Northern Mall	Clay (Syracuse)	NY	Yes	30 days written notice - not more than once per calendar year.
3085	385	RT	Broadway Mall	Hicksville	NY	Yes	16 days notice.
3819	323	RT	Jay Scarf Blvd.	Huntington	NY	Yes	At any reasonable time.
3916	275	RT	Amro Mall	Horseheads	NY	Yes	At any reasonable time.
3786	505	RT	Route 110 @ Daniel Street	Farmingdale	NY	Yes	16 days prior written notice - not more than once per calendar year.
2775	151	RT	Oakdale Mall	Johnson City	NY	Yes	10 days notice.
2944	293	RT	Smith Haven Mall, Space C-26	Lake Grove	NY	No	
3858	434	RT	Sunrise Mall	Massapequa	NY	Yes	At any reasonable time after reasonable notice once per year.
2967	222	RT	Galleria at Crystal Run	Middletown	NY	Yes	For 3 year period after Lease Year in question.
3826	330	MZ	Galleria at Crystal Run	Middletown	NY	Yes	For 3 year period after Lease Year in question.
3667	351	RT	Nanuet Mall, Space 1109	Nanuet	NY	Yes	10 days prior notice - not more than once per calendar year.
2838	165	RT	Sangerstown Square Mall	New Hartford	NY	Yes	For 3 year period after Lease Year in question.
3963	314	RT	Perinton Hills Shopping Center	Perinton	NY	Yes	10 days prior written notice - within 3 years of statement of charges.
3686	353	RT	Irondequoit Mall	Rochester	NY	Yes	30 days prior written notice - not more than once per calendar year.
3650	390	RT	Selden Plaza	Selden	NY	Yes	Reasonable notice.
2882	173	RT	Carousel Center	Syracuse	NY	Yes	For 3 year period after Lease Year in question.
3845	335	MZ	Carousel Center, Space B-109	Syracuse	NY	Yes	For 3 year period after Lease Year in question.
3932	326	RT	Price Club Plaza	Westerbush	NY	Yes	30 days prior written notice - not more than once annually.
3983	301	RT	Wilton Mall at Saratoga	Wilton (Saratoga Spgs.)	NY	Yes	30 days prior written notice - not more than once per calendar year.

EXHIBIT A - Page 2 of 3

2/1/12
Kathy Johnson, Esq.

RUBY TUESDAY MALL LOCATIONS

Pennsylvania - CAM

Exhibit 1

LEASE (continued)

HOUSE CODE	UNIT	CONCEPT	LOCATION	CITY	STATE	RIGHT TO AUDIT?	TIMES PER YEAR/ ADV. NOTICE	LEASE SECTION
3774	482	RT	Sierra North Plaza	Atlanta	GA	Yes	5 days prior notice.	17L
2851	265	RT	Erie	Erie	PA	No	CAM set-escalates on CPI.	
3705	476	RT	Oaklands Park	Exton	PA	Yes	At any reasonable time, 20 days written notice - not more than once per lease year.	17L
2959	280	RT	Westmoreland Mall	Greensburg	PA	Yes	At any reasonable time.	Rider 18
3670	354	RT	Hawthorne Town Center	Lancaster	PA	Yes	At any reasonable time.	17M
2698	288	RT	Granite Run Mall, #104	Media	PA	Yes	15 days notice.	Rider to 34
3847	411	MZ	Granite Run Mall	Media	PA	Yes	15 days notice.	Rider to 34
2763	244	MZ	Pittsburgh	Monroeville	PA	Yes	10 days notice - not more than once every 2 years.	20
2831	248	RT	North Wales	Montgomeryville	PA	No	Upon written request, may get back-up documentation for specific line item of CAM costs.	Rider 60
2892	158	RT	Franklin Mills Mall, #861-R	Philadelphia	PA	Yes	Upon written notice - not more than once per year.	Rider to 5.02(e)
3984	327	RT	Galleria Southpointe	Pittsburgh	PA	Yes	At any reasonable time upon reasonable notice not more than once per year.	Rider 10
2764	252	RT	Springfield Mall	Springfield	PA	No		
2688	264	RT	Century Hill Mall, #403	West Allentown	PA	No	Tenant may contest within 60 days of receipt of statement.	XI-3
3960	305	RT	Lehigh Valley Mall, #101	Whitehall	PA	No	Upon written request, may get back-up documentation for specific line item of CAM costs.	Rider 57
3914	272	RT	Triangle Plaza 680-831G	Wilkes Barre	PA	Yes	At any reasonable time not more than once per lease year.	14
2848	274	RT	Berkshire Mall	Wyomissing	PA	No	Upon written request, may get back-up documentation for specific line item of CAM costs.	Rider 58
2886	284	RT	York Gallerie, Space #218	York	PA	Yes	Tenant has right.	Rider 55

EXHIBIT A - Page 3 of 3



FILE COPY

USAM Exhibit 2

FM
TA
LB

BATOK

To: Ross Consulting Group, Inc.
From: Ruby Tuesday Group, Inc.
Date: October 24, 2000
Subject: Authorization to proceed with Simon Audit



Ruby Tuesday Group, Inc. (hereinafter Client) hereby authorizes Ross Consulting Group, Inc. (hereinafter RCG) to perform the following type services on Client's stores:

- Review leases with the Simon Property Group (hereinafter Landlord).
- Perform research, including the scheduling of field audits, as needed, to determine the existence of improper charges.
- *Common area utilities* Coordinate a utility auditor (Remco or the like) to inspect its stores, where necessary, and audit its store and mall utility expenses billed by the Landlord.
- *only* Prepare for Client's review and approval a written report of all allegations, including estimated overcharges.
- *RT reserves right to negotiate* Schedule a meeting(s) with a representative(s) of the Landlord to discuss all allegations authorized by Client in order to negotiate a fair resolution.
- Keep Client advised as to RCG's progress throughout the audit.

Therefore, in keeping with the above, RCG will advise Landlord of Client's desire to audit and/or discuss the books and records of specific Client's stores, including landlord billed utilities, and to act as its agent during the audits/discussions. Client acknowledges that a joint review will be coordinated by RCG involving a group of retailers. RCG is authorized to consult and utilize outside legal counsel (hereinafter Counsel) as it deems necessary to assist Client in recoveries of past alleged overcharges by Landlord, its related companies, permitted assigns, and successors, but no legal proceeding may be commenced without prior written authorization from Client. RCG represents that Counsel has agreed to make the collection of its fees contingent upon a recovery. Client understands that no settlement shall be agreed upon without Client's written approval.

Client also authorizes a utility auditor (Remco or equal) to inspect its stores and audit its store and mall utility expenses billed by Landlord. A separate authorization letter is attached or has been previously executed and returned.

IS AGREED Client agrees that any recoveries from this audit will be governed by the Letter of Agreement between RCG and Client, and any disbursements will be made in accordance with that Agreement. Any future savings in lieu of past recoveries including, but not limited to, extended payments and/or credit schedules will be governed by the paragraph describing "past recoveries" of the Letter of Agreement referred to above. The parties agree to deduct the total legal cost, if any, that are not recovered from Landlord from any recovery prior to calculating the RCG share per the aforementioned Agreement.

B

10/23/00

Contract
(see #B)

Page 1 of 2

© 2000 Ross Consulting Group, Inc.

01/09/12

17:00

RUGS CONSULTING GROUP INC 7 100000750020

Exhibit 2

(continued)

Client agrees that Counsel may receive the proceeds of the settlement directly from the landlord and, to the extent the settlement is the payment of money, disburse the monies due Client, each consultant and other authorized parties. It is agreed that all parties will in advance agree in writing to the allocable shares due the respective participants.

Client further agrees to immediately advise RCG if Landlord attempts to negotiate a settlement(s) directly with Client. If Client elects to negotiate directly with Landlord, Client agrees to work closely with RCG during said negotiations and to fully disclose the terms of the proposed and final settlement(s) to RCG.

For: RUBY TUESDAY GROUP, INC.

Paul M. Hibbard

Signature

Paul M. Hibbard

Print Name

Director of Real Estate

Title

Date

01/16/12

Exhibit 3

SIMON® PROPERTY GROUP, INC.

Exhibit
1 Draft

Jamie L. Shoemaker
Direct Dial: (317) 263-2380
Facsimile: (317) 685-7355
E-Mail: jshoemaker@simon.com

RECEIVED FEB 12, 2010

February 4, 2010

VIA FEDEX

Sue B. Coley
Ruby Tuesday
150 W. Church Ave.
Maryville, TN 37801

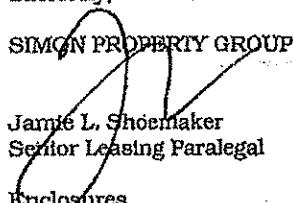
RE: *Master Agreement*
Ruby Tuesday

Dear Ms. Coley:

Please find enclosed one (1) fully-executed copy of a Master Agreement for the above-referenced location.

Thank you for your assistance in this matter.

Sincerely,


SIMON PROPERTY GROUP

Jamie L. Shoemaker
Senior Leasing Paralegal

Enclosures



September 3, 2009

Kimberly Knier
Development Director
Ruby Tuesday, Inc.
160 West Church Avenue
Maryville, TN 37801

RE: Global Resolution of Certain Issues

MASTER AGREEMENT

Dear Ms. Knier:

In consideration of the mutual covenants contained herein and in the respective leases amended and modified hereby and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, SIMON PROPERTY GROUP, L.P. ("Simon") on behalf of itself, its parents, subsidiaries and affiliates, as "Landlord" of the properties described in Exhibits "A" and "B" attached hereto, and RUBY TUESDAY, INC. on behalf of itself, its subsidiaries and affiliates, as "Tenant" of the properties described in Exhibits "A" and "B" attached hereto, have agreed, as follows:

1. The terms of this Master Agreement shall be applicable to the lease for each of the properties listed on Exhibits "A" and "B" attached hereto (hereinafter individually and collectively referred to as "Lease[s]"). Each of the properties listed on Exhibits "A" and "B" shall be referred to as a "Center[s]". Simon is either authorized to enter into this Master Agreement as the owner, operator, manager or landlord of each of the properties listed on Exhibits "A" and "B" or is authorized to enter into this Master Agreement for and on behalf of the owner, operator, manager or landlord of each of the properties listed on Exhibits "A" and "B".
2. A dispute has arisen between Simon/Landlord and Tenant as to the charges for the expenses of operating, maintaining and managing common areas commonly known as Common Area Maintenance Costs and Expenses as set forth in the Leases ("CAM Charge"). The term "CAM Charge" is intended to be broad enough to cover the language variations that may exist in the Leases and to include all obligations contained therein on the part of Tenant to contribute toward CAM Charges and by whatever term used in such leases.
3. In consideration of Landlord's execution of the agreements set forth in Exhibit "B" attached hereto, the sufficiency of which is hereby acknowledged and agreed, Tenant hereby releases and forever discharges Landlord, its officers, directors, shareholders, partners, agents, employees, successors and assigns from all claims, contracts, liabilities, obligations, misrepresentation, damages for money due, or cause of action of any kind or nature, whether known or unknown, fixed or contingent, liquidated or unliquidated, whether sounding in contract or tort,

Page Two
Kimberly Kuebler
September 3, 2002

Including, but not limited to, all claims arising out of or related to CAM Charges under the leases, by and between the parties, which Tenant may have, ever had or may ever have in the future against Landlord by reason of any matter whatsoever occurring on or at any time prior to December 31, 2008.

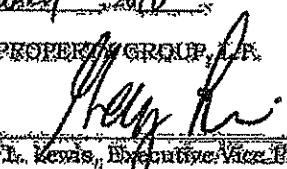
4. In as much as Simon no longer has any ownership interest in the properties listed on EXHIBIT "O", in consideration of Simon's execution of the agreements set forth in EXHIBIT "B" attached hereto, the sufficiency of which is hereby acknowledged and agreed, Tenant hereby releases and forever discharges Simon, its officers, directors, shareholders, partners, agents, employees, successors and assigns from all claims, contracts, liabilities, obligations, misrepresentation, damages for money due, or cause of action of any kind or nature, whether known or unknown, fixed or contingent, liquidated or unliquidated, whether sounding in contract or tort, including, but not limited to, all claims arising out of or related to CAM Charges under the leases, by and between the parties, which Tenant may have, ever had or may ever have in the future against Simon by reason of any matter whatsoever during the period Simon had ownership interest in said properties.
5. In the event that, in any lease, for the purpose of calculating Tenant's pro rata share of any cost or expense (including, but not limited to, CAM charges and taxes), certain space defined as a "Major Tenant", "Department store", "variety or specialty store", "Anchor Store", or similar phrase (hereinafter collectively referred to as "Major Tenant"), is excluded from the denominator, then such space shall be deemed excluded regardless of whether it is vacant or occupied.
6. The terms of this Master Agreement are deemed to be incorporated into, and made a part of, each lease. Simon/Landlord and Tenant agree that each will waive any claim in defense relating to the statute of frauds in any jurisdiction for the failure to amend in writing any lease to reflect any of the changes, amendments, additions or deletions to the lease created by, arising or resulting from this Master Agreement.
7. This Master Agreement shall serve to the benefit of, and be binding upon, the successors, assigns and legal and personal representatives of the parties.
8. If any one or more of the provisions of this Master Agreement is determined to be invalid, illegal, or unenforceable in any respect as to one or both of the parties, all remaining provisions nevertheless shall remain effective and binding on the parties, and the validity, legality and enforceability thereof shall not be affected or impaired thereby.
9. The persons signing this Master Agreement on behalf of Simon/Landlord and on behalf of Tenant are authorized to do so.

Exhibit 3
(continued)

Page Three
Kimberly Kuefer
September 3, 2009

AGREED TO AND ACCEPTED THIS 4th DAY
OF NOVEMBER, 2010

SIMON PROPERTY GROUP, INC.

By: 
Gary L. Lewis, Executive Vice President

RUBY TUESDAY, INC.

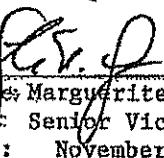
By: 
Name: Marguerite N. Duffy
Title: Senior Vice President
Date: November 3, 2009

Exhibit 3
(continued)

Ruby Tuesday Exhibits

Exhibit 3
(continued)Ruby Tuesday
Exhibit 3

ROW NUMBER	LOCATION NAME	DEBTOR	DOCUMENT TYPE
1	AlSena Mall	Ruby Tuesday	Agreement Cancelling Lease
2	Beaverton Beach Mall	Ruby Tuesday	Agreement Cancelling Lease
3	Brunswick Square	Ruby Tuesday	First Amendment to Lease
4	Century II Mall	Ruby Tuesday	Agreement Cancelling Lease
5	Gwinnett Place	Ruby Tuesday	Agreement Cancelling Lease
6	Haywood Mall	Ruby Tuesday	Agreement Cancelling Lease
7	The Mall at New Hampshire	Ruby Tuesday	First Amendment to Lease
8	The Mall at Rockingham Park	Ruby Tuesday	First Amendment to Lease
9	Woodmark Mall	Ruby Tuesday	Agreement Cancelling Lease
10	Richmond Town Square	Ruby Tuesday	Agreement Cancelling Lease

Exhibit 3
(continued)

Rocky Tuesday
Exhibit 3C

	Deborah Hall	Andy Keeley
	Deborah Hall	Andy Keeley

Exhibit 3
(continued)

Page 1 of 3



From: Origin ID: GSHA (317) 638-1600
 Susan Frye
 Simon Property Group
 225 W. Washington Street
 Indianapolis, IN 46204

Ship Date: 11 FEB 10
 Actual wt: 1.0 LB
 GCR: 10016688888888883010



SHIP TO: (317) 263-2380 BILL SENDER
 Sue B. Coley
 Ruby Tuesday, Inc.
 150 W CHURCH AVE

MARYVILLE, TN 37801

Ref# 3612388
 Invoice# SUSIE.FRYE
 PO#
 Dept# LEGAL LEASING

TRK# 7983 8493 8718
 0201

FRI - 12 FEB A2
 STANDARD OVERNIGHT

37801

TRUS
 TYS

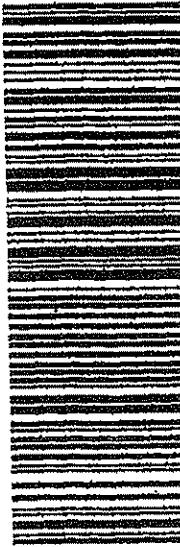
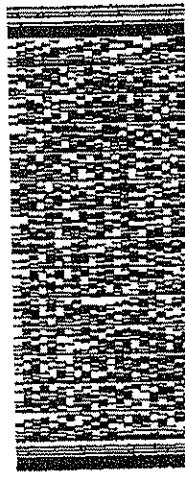


Exhibit 4

Real Estate Portfolio Analysis - Q3 2023												
Property Type	Geographic Location			Current Status			Financial Performance			Strategic Value		
	Address	City	State	Occupied	Leased	Available	Current Value	Historical Value	Projected Value	Actual Rent	Estimated Rent	AlbIn Rent
Residential	123 Elm Street	Springfield	IL	Occupied	100%	0%	\$1,500,000	\$1,450,000	\$1,600,000	\$1,300/mo	\$1,350/mo	\$1,250/mo
Commercial	456 Main Street	Springfield	IL	Occupied	95%	5%	\$2,000,000	\$1,900,000	\$2,100,000	\$1,500/mo	\$1,550/mo	\$1,400/mo
Industrial	789 Industrial Rd	Springfield	IL	Occupied	80%	20%	\$3,000,000	\$2,800,000	\$3,200,000	\$2,000/mo	\$2,100/mo	\$1,900/mo
Office	1010 Office Park	Springfield	IL	Occupied	70%	30%	\$4,000,000	\$3,600,000	\$4,200,000	\$1,800/mo	\$1,900/mo	\$1,700/mo
Storage	1234 Storage Lane	Springfield	IL	Occupied	50%	40%	\$500,000	\$450,000	\$550,000	\$1,000/mo	\$1,050/mo	\$950/mo
Land	1234 Land Lane	Springfield	IL	Available	0%	100%	\$100,000	\$90,000	\$110,000	\$500/mo	\$550/mo	\$500/mo
Total							\$10,000,000	\$9,500,000	\$10,500,000	\$4,500/mo	\$4,800/mo	\$4,300/mo

CALCULATION SUMMARY		
Actual Summary	Indicated Actual Value	Present Value
2009	\$ 307,261	\$ 503,841
2010	\$ 510,155	\$ 1,171,169
2011	\$ 693,167	\$ 2,520,207
2012	\$ 693,165	\$ 479,815
2013	\$ 493,185	\$ 421,220
2014	\$ 214,977	\$ 174,701
2015	\$ 126,444	\$ 59,800
Total	\$ 3,948,624	\$ 3,567,365

Calculation Parameters:		Rate Free Rate of Return (10-year Treasury Bond Yield) as of 4/1/2012	
Present Value Factor Multi-Factor		Present Value Factor Multi-Factor	
Days Through Mid Period		Days Through Mid Period	
9/1/2009	60	0.99725	0.99725
12/31/2009	300	0.98676	0.98676
12/31/2010	600	0.97623	0.97623
12/31/2011	1,020	0.96570	0.96570
12/31/2012	1,380	0.95518	0.95518
12/31/2013	1,380	0.94556	0.94556
12/31/2014	1,740	0.93593	0.93593
12/31/2015	2,100	0.92524	0.92524

Calculation Parameters:		Rate Free Rate of Return (10-year Treasury Bond Yield) as of 4/1/2012	
Present Value Factor Multi-Factor		Present Value Factor Multi-Factor	
Days Through Mid Period		Days Through Mid Period	
2/1/2010	165	0.98613	0.98613
12/31/2010	300	0.97623	0.97623
12/31/2011	600	0.96570	0.96570

Exhibit 4
(continued)

Per Share Agreement									
RelyOnWater-Electric Generation		RelyOnWater-Electric Generation		RelyOnWater-Electric Generation		RelyOnWater-Electric Generation		RelyOnWater-Electric Generation	
Present Value Factor Multiplied	Present Value At 10% Cost 2012	At 10% Cost 2013	Present Value Factor Multiplied	Present Value At 10% Cost 2013	At 10% Cost 2014	Present Value Factor Multiplied	Present Value At 10% Cost 2014	At 10% Cost 2015	Present Value Factor Multiplied
0.89142	\$ 169,973	\$ 189,667	0.85598	\$ 162,352	\$ 189,667	0.83196	\$ 155,598	\$ 126,444	Present Value At 10% Cost 2015
0.89142	\$ -	\$ -	0.85598	\$ -	\$ -	0.83196	\$ -	\$ -	Present Value At 10% Cost 2015
0.89142	\$ -	\$ -	0.85598	\$ -	\$ -	0.83196	\$ -	\$ -	Present Value At 10% Cost 2015
0.89142	\$ -	\$ -	0.85598	\$ -	\$ -	0.83196	\$ -	\$ -	Present Value At 10% Cost 2015
0.89142	\$ 270,742	\$ 303,719	0.85598	\$ 259,778	\$ 253,110	0.83196	\$ 209,044	\$ 172,897	Present Value At 10% Cost 2015
0.89142	\$ -	\$ -	0.85598	\$ -	\$ -	0.83196	\$ -	\$ -	Present Value At 10% Cost 2015
0.89142	\$ -	\$ -	0.85598	\$ -	\$ -	0.83196	\$ -	\$ -	Present Value At 10% Cost 2015
0.89142	\$ 409,915	\$ 493,385	0.85598	\$ 425,250	\$ 214,977	0.83196	\$ 176,701	\$ 126,444	Present Value At 10% Cost 2015
Total	\$ 1,000,000	\$ 1,000,000		\$ 1,000,000	\$ 1,000,000		\$ 1,000,000	\$ 1,000,000	\$ 1,000,000

Exhibit 5

BUYOUT CHECK LIST

Buyout Details - Kimberly Kneier

1. Restaurant Name:	Richmond Heights, OH
2. House Code:	4328
3. Net Gross Amount to be Paid:	\$598,830.00
4. Buyout Terms:	PPB transferred to Landlord
5. Date of Signature:	February 2, 2010
6. Date Buyout Funds Due:	February 26, 2010
7. Landlord Contact:	Tish Glenn - (317) 488-6176

Liquor License - Nancy Coats

1. Liquor License Specialist:	N/A
2. Value:	N/A
3. Transfer Paperwork:	N/A
4. Transfer Entity:	N/A
5. Renewal Date:	N/A
6. Renewal Fee:	N/A
6. Notes:	N/A

Real Estate Taxes - Leslie McFalls

1. Paid to Municipality or LL:	RT pays Landlord directly in CAM. [No taxes due.]
2. Calculations Needed:	N/A [provided by Leslie McFalls if applicable]
3. Notice to Municipality:	N/A [provided by Leslie McFalls if applicable]

Monthly Payment - Rebecca Swafford

1. Paid to Date:	31 days in August
2. Owed RT in Buyout Payment:	\$0.00
3. Calculations for Buyout Payment:	Rent payable through August 31, 2009

Utilities - Melanie Bowling

1. Date to cease utilities:	August 31, 2009
-----------------------------	-----------------

Phone Lines & Burglar/Fire Alarms - Kevin Carringer

1. Date to cease operating:	August 31, 2009
2. Remove RT people from Call List:	August 31, 2009
3. Mail Forwarding:	August 31, 2009 [Rick Pope]

Facilities - Danny Koonz

1. Deadline to remove Property:	August 31, 2009
2. Property to be relieved by RT:	N/A
3. Notification to Ops:	Danny will notify Operations not to enter the Premises after August 31, 2009.

Finance - Marcie Adams

1. Final Payment Calculation:	\$598,830.00 [Gross Buyout] - \$0.00 [Prorated Rent/Tax Refund] = \$598,830.00 [Net Gross to be Paid]
-------------------------------	---

Wiring Instructions - Mindy Fiegle & Janet Borden

1. Receipt of Funds:	Mindy & Janet will monitor the receipt of funds on February 26, 2010 and will notify us.										
2. Due Date of Wire payment:	Friday 2/26/10										
3. Landlord Banking Information:	<table border="0"> <tr> <td>❖ Bank Routing Number</td> <td>074-000-065</td> </tr> <tr> <td>❖ Account Number</td> <td>698-309-854</td> </tr> <tr> <td>❖ Name of Bank/Address</td> <td>National City Bank, Indianapolis, IN</td> </tr> <tr> <td>❖ Name on the Account</td> <td>SPG LP Clearing</td> </tr> <tr> <td>❖ Special Instructions</td> <td>Must transmit notification to Landlord The info that needs to be included when the tenant initiates the wire:</td> </tr> </table>	❖ Bank Routing Number	074-000-065	❖ Account Number	698-309-854	❖ Name of Bank/Address	National City Bank, Indianapolis, IN	❖ Name on the Account	SPG LP Clearing	❖ Special Instructions	Must transmit notification to Landlord The info that needs to be included when the tenant initiates the wire:
❖ Bank Routing Number	074-000-065										
❖ Account Number	698-309-854										
❖ Name of Bank/Address	National City Bank, Indianapolis, IN										
❖ Name on the Account	SPG LP Clearing										
❖ Special Instructions	Must transmit notification to Landlord The info that needs to be included when the tenant initiates the wire:										
	<ul style="list-style-type: none"> * Tenant name * Entity * Notify Ashley Hoying at SPG Treasury Management at (317) 464-8909. (The tenant needs to convey this info to their bank to include on the wire) 										

Exhibit 5
(continued)**BUYOUT CHECK LIST****Buyout Details -- Kimberly Kneier**

1. Restaurant Name:	Gwinnett Place Mall (Duluth, GA)
2. House Code:	3947
3. Net Gross Amount to be Paid:	\$310,068.00
4. Buyout Terms:	PRE transferred to Landlord
5. Date of Signature:	February 2, 2010
6. Date Buyout Funds Due:	February 26, 2010
7. Landlord Contact:	Tish Glenn - (317) 488-6176

Liquor License -- Nancy Coats

1. Liquor License Specialist:	N/A
2. Value:	N/A
3. Transfer Paperwork:	N/A
3. Transfer Entity:	N/A
4. Renewal Date:	N/A
5. Renewal Fee:	N/A
6. Notes:	N/A

Real Estate Taxes -- Leslie McFalls

1. Paid to Municipality or LL:	RT pays Landlord directly in CAM. [No taxes due.]
2. Calculations Needed:	N/A [provided by Leslie McFalls if applicable]
3. Notice to Municipality:	N/A [provided by Leslie McFalls if applicable]

Monthly Payment -- Rebecca Swafford

1. Paid to Date:	31 days in August
2. Owed RT in Buyout Payment:	\$0.00
3. Calculations for Buyout Payment:	Rent payable through August 31, 2009

Utilities -- Melanie Bowling

1. Date to cease utilities:	August 31, 2009
-----------------------------	-----------------

Phone Lines & Burglar/Fire Alarms -- Kevin Carringer

1. Date to cease operating:	August 31, 2009
2. Remove RT people from Call List:	August 31, 2009
3. Mail Forwarding:	August 31, 2009 [Rick Pope]

Facilities -- Danny Koontz

1. Deadline to remove Property:	August 31, 2009
2. Property to be retrieved by RT:	N/A
3. Notification to Ops:	Danny will notify Operations not to enter the Premises after August 31, 2009.

Finance -- Marcie Adams

1. Final Payment Calculation:	\$310,068.00 [Gross Buyout] - \$0.00 [Prorated Rent/Tax Refund] = \$310,068.00 [Net Gross to be Paid]
-------------------------------	---

Wiring Instructions -- Mindy Flegle & Janet Borden

1. Receipt of Funds:	Mindy & Janet will monitor the receipt of funds on February 26, 2010 and will notify us.
2. Due Date of Wire payment:	Friday 2/26/10

3. Landlord Banking Information:

❖ Bank Routing Number	074-000-065
❖ Account Number	698-309-834
❖ Name of Bank/Address	National City Bank, Indianapolis, IN
❖ Name on the Account	SPG LP Clearing
❖ Special Instructions	Must transmit notification to Landlord

The info that needs to be included when the tenant initiates the wire:

- Tenant name
- Entity
- Notify Ashley Hoying at SPG Treasury Management at (317) 464-8909. (The tenant needs to convey this info to their bank to include on the wire)

Exhibit 5
(continued)**BUYOUT CHECK LIST****Buyout Details – Kimberly Kneifer**

1. Restaurant Name:	West Mifflin, PA
2. House Code:	2888
3. Net Gross Amount to be Paid:	\$88,776.00
4. Buyout Terms:	FFF transferred to Landlord
5. Date of Signature:	February 2, 2010
6. Date Buyout Funds Due:	February 26, 2010
7. Landlord Contact:	Tish Glenn - (317) 488-6176

Liquor License – Sandra McFarland

1. Liquor License Specialist:	N/A
2. Value:	N/A
3. Transfer Paperwork:	N/A
4. Transfer Entity:	N/A
5. Renewal Date:	N/A
6. Renewal Fee:	N/A
6. Notes:	N/A

Real Estate Taxes – Leslie McFalls

1. Paid to Municipality or LT:	RT pays Landlord directly in CAM. [No taxes due.]
2. Calculations Needed:	N/A [provided by Leslie McFalls if applicable]
3. Notice to Municipality:	N/A [provided by Leslie McFalls if applicable]

Monthly Payment – Rebecca Swafford

1. Paid to Date:	31 days in August
2. Owed RT in Buyout Payment:	\$0.00
3. Calculations for Buyout Payment:	Rent payable through August 31, 2009

Utilities – Melanie Bowling

1. Date to cease utilities:	August 31, 2009
-----------------------------	-----------------

Phone Lines & Burglar/Fire Alarms – Kevin Carringer

1. Date to cease operating:	August 31, 2009
2. Remove RT people from Call List:	August 31, 2009
3. Mail Forwarding:	August 31, 2009 [Rick Pope]

Facilities – Danny Koontz

1. Deadline to remove Property:	August 31, 2009
2. Property to be retrieved by RT:	May remove merchandise, personal property, and trade fixtures, and vendor owned equipment.
3. Notification to Ops:	Danny will notify Operations not to enter the Premises after August 31, 2009.

Finance – Marciel Adams

1. Final Payment Calculation:	\$88,776.00 [Gross Buyout] - \$0.00 [Prorated Rent/Tax Refund] = \$88,776.00 [Net Gross to be Paid]
-------------------------------	---

Wiring Instructions – Mindy Pieglo & Janet Borden

1. Receipt of Funds:	Mindy & Janet will monitor the receipt of funds on February 26, 2010 and will notify us.
2. Due Date of Wire payment:	Friday 2/26/10
3. Landlord Banking Information:	<ul style="list-style-type: none"> ❖ Bank Routing Number: 074-000-065 ❖ Account Number: 698-309-854 ❖ Name of Bank/Address: National City Bank, Indianapolis, IN ❖ Name on the Account: SPG LP Clearing ❖ Special Instructions: Must transmit notification to Landlord <p>The info that needs to be included when the tenant initiates the wire:</p> <ul style="list-style-type: none"> * Tenant name * Entity * Notify Ashley Hoying at SPG Treasury Management at (317) 464-8909. (The tenant needs to convey this info to their bank to include on the wire)

Exhibit 5
(continued)

BUYOUT CHECK LIST

Buyout Details - Kimberly Kuefer

1. Restaurant Name:	Ridgeland, MS
2. House Code:	2601
3. Net Gross Amount to be Paid:	\$102,287.00
4. Buyout Terms:	RR transferred to Landlord
5. Date of Signature:	February 2, 2010
6. Date Buyout Funds Due:	February 26, 2010
7. Landlord Contact:	Tish Glenn - (317) 488-6176

Actual 1/4
Paid
#121560.25
Explanation attached
(exp in an email
date 2/26/10)

Liquor License - Cindy Solomon

1. Liquor License Specialist:	N/A
2. Value:	N/A
3. Transfer Paperwork:	N/A
3. Transfer Entity:	N/A
4. Renewal Date:	N/A
5. Renewal Fee:	N/A
6. Notes:	N/A

Real Estate Taxes - Leslie McFalls

1. Paid to Municipality or LL:	RT pays Landlord directly in CAM. [No taxes due.]
2. Calculations Needed:	N/A [provided by Leslie McFalls if applicable]
3. Notice to Municipality:	N/A [provided by Leslie McFalls if applicable]

Monthly Payment - Rebecca Swafford

1. Paid to Date:	31 days in August
2. Owed RT in Buyout Payment:	\$0.00
3. Calculations for Buyout Payment:	Rent payable through August 31, 2009

Utilities - Melanie Bowling

1. Date to cease utilities:	August 31, 2009
-----------------------------	-----------------

Phone Lines & Burglar/Pro Alarms - Kevin Carringer

1. Date to cease operating:	August 31, 2009
2. Remove RT people from Call List:	August 31, 2009
3. Mail Forwarding:	August 31, 2009 [Rick Pope]

Facilities - Danny Koontz

1. Deadline to remove Property:	August 31, 2009
2. Property to be retrieved by RT:	N/A
3. Notification to Ops:	Danny will notify Operations not to enter the Premises after August 31, 2009.

Finance - Marcia Adams

1. Final Payment Calculation:	\$102,287.00 [Gross Buyout] - \$0.00 [Prorated Rent/Tax Refund] = \$102,287.00 [Net Gross to be Paid]
-------------------------------	---

Wire Instructions - Mindy Plego & Janet Borden

1. Receipt of Funds:	Mindy & Janet will monitor the receipt of funds on February 26, 2010 and will notify us.										
2. Due Date of Wire payment:	Friday 2/26/10										
3. Landlord Banking Information:	<table border="0"> <tr> <td>❖ Bank Routing Number</td> <td>074-000-065</td> </tr> <tr> <td>❖ Account Number</td> <td>698-309-854</td> </tr> <tr> <td>❖ Name of Bank/Address</td> <td>National City Bank, Indianapolis, IN</td> </tr> <tr> <td>❖ Name on the Account</td> <td>SPG LP Clearing</td> </tr> <tr> <td>❖ Special Instructions</td> <td>Must transmit notification to Landlord The info that needs to be included when the tenant initiates the wire:</td> </tr> </table>	❖ Bank Routing Number	074-000-065	❖ Account Number	698-309-854	❖ Name of Bank/Address	National City Bank, Indianapolis, IN	❖ Name on the Account	SPG LP Clearing	❖ Special Instructions	Must transmit notification to Landlord The info that needs to be included when the tenant initiates the wire:
❖ Bank Routing Number	074-000-065										
❖ Account Number	698-309-854										
❖ Name of Bank/Address	National City Bank, Indianapolis, IN										
❖ Name on the Account	SPG LP Clearing										
❖ Special Instructions	Must transmit notification to Landlord The info that needs to be included when the tenant initiates the wire:										
	<ul style="list-style-type: none"> * Tenant name * Entity * Notify Ashley Hoyer at SPG Treasury Management at (317) 464-8909. (The tenant needs to convey this info to their bank to include on the wire) 										

Exhibit S
(continued)

Sue Coley

From: Maura Fry
Sent: Friday, February 26, 2010 2:11 PM
To: Margie Duffy; Janet Borden; Kimberly Kneier; Marcie Adams; Melanie Bowling; Mindy Fiegler
Cc: Sue Coley; Tammie Cunningham; Kevin Reeve; Scarlett May
Subject: RE: Simon Package - Buyout Checklists
Attachments: FW: Ruby Tuesday RUBTU// #2601 @ Northpark Mall (MS) 5256

Payment was decreased on Ridgeland because there had previously been some rent overpayments and a CAM adjustment. This was sent to us by Brett Saunders at Simon. (see attached)

Maura

From: Margie Duffy
Sent: Friday, February 26, 2010 2:04 PM
To: Janet Borden; Kimberly Kneier; Marcie Adams; Melanie Bowling; Mindy Fiegler
Cc: Sue Coley; Tammie Cunningham; Maura Fry; Kevin Reeve; Scarlett May
Subject: Re: Simon Package - Buyout Checklists

Why the decrease?

From: Janet Borden
To: Kimberly Kneier; Margie Duffy; 'Walter Cole' <wcolejr@charter.net>; Walter Cole; Rebecca Swafford; Leslie McFalls; Kevin Carringer; Marcie Adams; Melanie Bowling; Nancy Coats; Sandra McFarland; Danny Koontz; Mindy Fiegler
Cc: Sue Coley; Tammie Cunningham; Maura Fry; Kevin Reeve; Scarlett May; Electronic Payments; Spencer Dukes; Rick Pope
Sent: Fri Feb 26 13:56:04 2010
Subject: RE: Simon Package - Buyout Checklists
Just wanted to let everyone know that the below wire has been released and I have notified the LL. Per Maura's email yesterday the buyout for HC2601 (Ridgeland MS) was changed from \$102,287.00 to \$72,560.25 making the total wire \$1,827,611.25.

Thanks!
Janet Borden
Cash Management
Phone (865) 379-5770
Fax (865) 379-6827
Email jborden@rubytuesday.com

From: Kimberly Kneier
Sent: Friday, February 05, 2010 11:57 AM
To: Margie Duffy; Walter Cole; Rebecca Swafford; Leslie McFalls; Kevin Carringer; Marcie Adams; Melanie Bowling; Nancy Coats; Sandra McFarland; Danny Koontz; Mindy Fiegler; Janet Borden
Cc: Sue Coley; Tammie Cunningham; Maura Fry; Kevin Reeve; Scarlett May; Electronic Payments; Spencer Dukes; Rick Pope
Subject: Simon Package - Buyout Checklists

Please find attached Buyout Checklists for the following restaurants.

Exhibit 5
(continued)

BUYOUT CHECK LIST

Buyout Details - Kimberly Kneier

1. Restaurant Name:	Watertown, MA
2. House Code:	4597
3. Net Gross Amount to be Paid:	\$96,540.00
4. Buyout Terms:	FFB transferred to Landlord
5. Date of Signature:	February 2, 2010
6. Date Buyout Funds Due:	February 26, 2010
7. Landlord Contact:	Tish Glenn - (317) 488-6176

Liquor License - Nancy Coats

1. Liquor License Specialist:	N/A
2. Value:	N/A
3. Transfer Paperwork:	N/A
4. Transfer Entity:	N/A
5. Renewal Date:	N/A
6. Renewal Fee:	N/A
6. Notes:	N/A

Real Estate Taxes - Leslie McFalls

1. Paid to Municipality or LL:	RT pays Landlord directly in CAM. [No taxes due.]
2. Calculations Needed:	N/A [provided by Leslie McFalls if applicable]
3. Notice to Municipality:	N/A [provided by Leslie McFalls if applicable]

Monthly Payment - Rebecca Swafford

1. Paid to Date:	31 days in August
2. Owed RT in Buyout Payment:	\$0.00
3. Calculations for Buyout Payment:	Rent payable through August 31, 2009

Utilities - Melanie Bowling

1. Date to cease utilities:	August 31, 2009
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Phone Lines & Burglar/Fire Alarms - Kevin Carringer

1. Date to cease operating:	August 31, 2009
2. Remove RT people from Call List:	August 31, 2009
3. Mail Forwarding:	August 31, 2009 [Rick Pope]

Facilities - Danny Koontz

1. Deadline to remove Property:	August 31, 2009
2. Property to be retrieved by RT:	N/A
3. Notification to Ops:	Danny will notify Operations not to enter the Premises after August 31, 2009.

Finance - Marcelo Adams

1. Final Payment Calculation:	\$96,540.00 [Gross Buyout] - \$0.00 [Prorated Rent/Tax Refund] = \$96,540.00 [Net Gross to be Paid]
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Wiring Instructions - Mindy Piegle & Janet Borden

1. Receipt of Funds:	Mindy & Janet will monitor the receipt of funds on February 26, 2010 and will notify us.										
2. Due Date of Wire payment:	Friday 2/26/10										
3. Landlord Banking Information:	<table border="0"> <tr> <td>❖ Bank Routing Number</td> <td>074-000-065</td> </tr> <tr> <td>❖ Account Number</td> <td>698-309-854</td> </tr> <tr> <td>❖ Name of Bank/Address</td> <td>National City Bank, Indianapolis, IN</td> </tr> <tr> <td>❖ Name on the Account</td> <td>SPG LP Clearing</td> </tr> <tr> <td>❖ Special Instructions</td> <td>Must transmit notification to Landlord The info that needs to be included when the tenant initiates the wire:</td> </tr> </table>	❖ Bank Routing Number	074-000-065	❖ Account Number	698-309-854	❖ Name of Bank/Address	National City Bank, Indianapolis, IN	❖ Name on the Account	SPG LP Clearing	❖ Special Instructions	Must transmit notification to Landlord The info that needs to be included when the tenant initiates the wire:
❖ Bank Routing Number	074-000-065										
❖ Account Number	698-309-854										
❖ Name of Bank/Address	National City Bank, Indianapolis, IN										
❖ Name on the Account	SPG LP Clearing										
❖ Special Instructions	Must transmit notification to Landlord The info that needs to be included when the tenant initiates the wire:										
	<ul style="list-style-type: none"> * Tenant name * Entity * Notify Ashley Hoying at SPG Treasury Management at (317) 464-8909. (The tenant needs to convey this info to their bank to include on the wire) 										

Exhibit 5
(continued)

BUYOUT CHECK LIST

Buyout Details - Kimberly Kneier

1. Restaurant Name:	Boynton Beach, FL
2. House Code:	2153
3. Net Gross Amount to be Paid:	\$660,837.00
4. Buyout Terms:	PPG transferred to Landlord
5. Date of Signature:	February 2, 2010
6. Date Buyout Funds Due:	February 26, 2010
7. Landlord Contact:	Tish Glenn - (317) 488-6176

Liquor License - Sandra McFarland

1. Liquor License Specialist:	N/A
2. Value:	N/A
3. Transfer Paperwork:	N/A
4. Transfer Entity:	N/A
5. Renewal Date:	N/A
6. Renewal Fees:	N/A
6. Notes:	N/A

Real Estate Taxes - Leslie McPalls

1. Paid to Municipality or LL:	RT pays Landlord directly in CAM. [No taxes due.]
2. Calculations Needed:	N/A [provided by Leslie McPalls if applicable]
3. Notice to Municipality:	N/A [provided by Leslie McPalls if applicable]

Monthly Payment - Rebecca Swafford

1. Paid to Date:	31 days in August
2. Owed RT in Buyout Payment:	\$0.00
3. Calculations for Buyout Payment:	Rent payable through August 31, 2009

Utilities - Melanie Bowling

1. Date to cease utilities:	August 31, 2009
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Phone Lines & Burglar/Fire Alarms - Kevin Carringer

1. Date to cease operating:	August 31, 2009
2. Remove RT people from Call List:	August 31, 2009
3. Mail Forwarding:	August 31, 2009 [Rick Pope]

Facilities - Danny Koontz

1. Deadline to remove Property:	August 31, 2009
2. Property to be retrieved by RT:	N/A
3. Notification to Ops:	Danny will notify Operations not to enter the Premises after August 31, 2009.

Finance - Marcie Adams

1. Final Payment Calculation:	\$660,837.00 [Gross Buyout] - \$0.00 [Prorated Rent/Tax Refund] = \$660,837.00 [Net Gross to be Paid]
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Wiring Instructions - Mindy Pieglo & Janet Borden

1. Receipt of Funds:	Mindy & Janet will monitor the receipt of funds on February 26, 2010 and will notify us.
2. Due Date of Wire payment:	Friday 2/26/10

3. Landlord Banking Information:

❖ Bank Routing Number	074-000-065
❖ Account Number	698-309-854
❖ Name of Bank/Address	National City Bank, Indianapolis, IN
❖ Name on the Account	SPG LP Clearing
❖ Special Instructions	Must transmit notification to Landlord

The info that needs to be included when the tenant initiates the wire:

- Tenant name
- Entity
- Notify Ashley Heyling at SPG Treasury Management at (317) 464-8909. (The tenant needs to convey this info to their bank to include on the wire)

Exhibit 5
(continued)
3645

BUYOUT CHECK LIST

Buyout Details - Kimberly Kneller

1. Restaurant Name:	Greenville, SC (Haywood Mall)
2. House Code:	3645
3. Net Gross Amount to be Paid:	\$156,828.06
4. Buyout Terms:	Premises surrendered 1/31/10
5. Date of Signature:	July 13, 2010
6. Date Buyout Funds Paid:	July 20, 2010
7. Landlord Contact:	Tish Glenn - (317) 488-6176

Liquor License - Nancy Coats

1. Liquor License Specialist:	N/A
2. Value:	N/A
3. Transfer Paperwork:	N/A
3. Transfer Entity:	N/A
4. Renewal Date:	N/A
5. Renewal Fee:	N/A
6. Notes:	N/A

Real Estate Taxes - Leslie McFalls

1. Paid to Municipality or LL:	RT pays Landlord directly in rent [No taxes due.]
2. Calculations Needed:	N/A [provided by Leslie McFalls if applicable]
3. Notice to Municipality:	N/A [provided by Leslie McFalls if applicable]

Monthly Payment - Rebecca Swafford

1. Paid to Date:	31 days in January
2. Owed RT in Buyout Payment:	\$833.94
3. Calculations for Buyout Payment:	Rent payable through January 31, 2010
4. Notes:	2009 Real Estate Taxes paid in the amount of \$833.94 to be credited against the Buyout Amount. (Haven't received invoice for 2009 but could be approximately 40k.)

Utilities - Melinda Bowling

1. Date to cease utilities:	January 31, 2010
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Phone Lines & Burglar/Fire Alarms - Kevin Carringer

1. Date to cease operating:	January 31, 2010
2. Remove RT people from Call List:	January 31, 2010
3. Mail Forwarding:	January 31, 2010 [Rick Pope]

Facilities - Danny Koontz

1. Deadline to remove Property:	January 31, 2010
2. Property to be retrieved by RT:	N/A
3. Notification to Ops:	Danny will notify Operations not to enter the Premises after January 31, 2010.

Finance - Marcie Adams

1. Final Payment Calculation:	\$157,662.00 [Gross Buyout] - \$833.94 [Prorated Rent/Tax Refund] = \$156,828.06 [Net Gross to be Paid] per email from Simon.
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Wiring Instructions - Mindy Biogel & Janet Borden

1. Receipt of Funds:	Mindy & Janet will monitor the receipt of funds on July 20, 2010 and will notify us.
2. Due Date of Wire payment:	Tuesday July 20, 2010
3. Landlord Banking Information:	<ul style="list-style-type: none"> ♦ Bank Routing Number: 074-000-065 ♦ Account Number: 698-308-854 ♦ Name of Bank/Address: National City Bank, Indianapolis, IN ♦ Name on the Account: SPG LP Clearing ♦ Special Instructions: Must transmit notification to Landlord <p>The info that needs to be included when the tenant initiates the wire:</p> <ul style="list-style-type: none"> * Tenant name * Entity * Notify Ashley Hoyer at SPG Treasury Management at (317) 464-8909. (The tenant needs to convey this info to their bank to include on the wire)

Exhibit
of Duff

HC	City	State	Monthly Rent	Monthly All-In	Total Mo Term	Lease Exp Date	Closing Date	Total Rent Only	Present
4328	Richmond Heights	OH	\$8,158.50	\$15,805.56	\$1,178,909.20	2013/07/15	12/7/08	608,528	389,703
2888	West Mifflin	PA	\$7,896.17	\$16,853.65	\$202,243.84	2013/07/02	12/7/08	94,754	128,853
2601	Ridgefield	MS	\$10,766.25	\$19,858.71	\$258,163.23	2013/07/02	12/28/08	139,961	136,544
4597	Watertown (Arsenal Mall)	MA	\$9,868.50	\$25,891.14	\$181,237.98	2013/07/02	1/4/09	69,080	125,261
2153	Boynton Beach	FL	\$10,833.33	\$25,309.88	\$1,422,876.72	2013/07/02	1/18/09	609,031	327,443
3947	Duluth (Gwinnett Place)	GA	\$12,566.25	\$23,096.38	\$669,795.02	2013/07/02	5/7/06	364,421	266,384
									253.
									138 L
									16 PV
									125

IT has right to sue for rent!

Discussing other options to
get back on long way

Mr. Larey growth 1.1% to 6.5%

3 components
Gains or negotiations / fees
Buyout of C

Can/Can't take work down

Rocking horse - ok if
Med of Hld. M. L. was 24% sales 13.71 Oct 2012 31/4, 9/12 7/12 rd Propose - 65% to 219,500 Brackets 2.0 and over 2 and over 102
Brownfield - 5/12 renewal 2.4 or w/ 1.9 and Propose B/E 1.9 and 1.9
Colb - 1st int'l edition 7/12/13 showing Donny 7/13 added now on new forward well test. Int'l paying 2/24/14 will not do but 102 not in
for clear cash out right back to full rent from day after until year expiration

Granite Run Springfield - flat - ok w/ Risk

(Incent) Segment - 100% will pay
Buyout Nov 1/11/13 3.5 and 5.02 divident, burn int'l 802 world half 2.9 vs 1.6

Boylan
Richmond / no m. knowling on door to take space

3/17/08
Exhibit 6
PV (int'l) 135 202

Exhibit 7

Simon Deals

		Leases Exp?	NPV Rent Only through Lease Expiration	NPV Rent Only for 2 years max	Q4 Reserve	Comments from Reserve Meeting
3947	Gwinnett	10/31/2011	\$ 304,402	\$ 304,402	\$ 264,414	reserve 174k plus 4 months rent
4328	Richmond Heights	8/31/2015	\$ 470,458	\$ 255,075	\$ 195,804	reserve 2 years
2888	West Mifflin	6/30/2010	\$ 91,232	\$ 91,232	\$ 71,065	reserve 6 months
2601	Ridgeland	7/31/2010	\$ 134,422	\$ 134,422	\$ 96,896	reserve 9 months
4597	Arsenal Mall	1/31/2010	\$ 67,354	\$ 67,354	\$ 25,891	reserve 1 month all in rent; to stop rent 7/1/09
2153	Boyton Beach	1/31/2014	\$ 532,703	\$ 348,301	\$ 259,932	reserve 2 years
3930	Aktron	6/30/2009	\$ 1,600,571	\$ 1,200,786	\$ -	LTD owes us \$100k
					\$ 914,062	

Please note that item #3138 was replaced by Aktron #3930 in the Simon deal per KRC meeting

Rec'd. 4/26/10
Bridgeman
For 2 yrs. 5 to 6 months

Rec'd 7-1-09
Bridgeman
Co. 6/28/09 NPV 737,000.00 10/1/09
Buyer vs. L.G.
Gov. 3.4
TJ 1/3/10
Boyle, B.
Bridgeman

Haywood deal: 10/20/09 1/13/10
Meet 2nd on 4th and 4th year Jan 2010
Final 1/20/10: HCB to pay
- 100,000
2.0/15

Co. 6/26/10 8/1
Other 1st upon request/ 1st opt to 6
Haywood close 1/31/10

Exhibit
Duffy

Exhibit 8

Ruby Tuesday

1150 WEST CHURCH AVENUE
MARYVILLE, TENNESSE 37801
P: 865-379-5700
WWW.RUBYTUESDAY.COM

May 11, 2010

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Mr. Martin C. Mayer, MMR
Mr. Charles Ross
U.S. Accu-Measurements, LLC
P.O. Box 741173
Boynton Beach, Florida 33474-1173

Dear Messrs. Mayer and Ross:

We are in receipt of your letters, both the one you sent to Sandy Beall on March 7, 2010 and the others you referenced in that letter. While we apologize for not responding as quickly as you would have liked, please know the reason for such timing was that there were still matters in play regarding one of the key landlords that we wanted to resolve.

Regretfully, the work that U.S. Accu-Measurements ("USAM") did for us with regard to Simon Properties did not net any savings to Ruby Tuesday, Inc. ("RTI"), directly or indirectly. Simon is, as you know, a large enough player that they have the ability to exercise considerable more leverage in the industry than other landlords. Though we sought to use your company's findings to financial benefit when in negotiations with Simon regarding a number of matters (lease termination/buyouts and renewals), the CAM audit issue was a non-starter for them and at the end of the day were simply set aside for their purposes. We simply had too many reasons to keep the larger relationship with Simon going smoothly, as we need their cooperation for so many RTI properties.

I am glad to report that we were, however, able to use the USAM findings to obtain a favorable result in negotiating a settlement with General Growth Properties ("GGP") regarding a closed property in ST. Petersburg, FL (Mizner Park), which RTI formerly operated then was operated by Specialty Restaurant Group, LLC (but RTI continued to have liability for rent). GGP, noting the CAM issues with RTI that they acknowledged though the value of which they disputed, forgave the \$165,000 outstanding rent owed on that Mizner Park location in return for a release of all CAM issues with RTI.

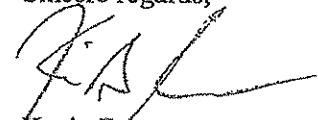
Accordingly, per our agreement with USAM as successor in interest to Charles Ross Group, RTI is prepared to pay 50% of the cost savings achieved with respect to the Mizner Park CAM settlement, or \$82,500, a check for which amount is also enclosed. We regret that more savings were not achieved, but we are grateful to USAM for its work in achieving what we did.

Exhibit 8
(continued)

Messrs. Meyer and Ross
May 11, 2010
Page Two

Finally, pursuant to our contract with you, we are hereby providing thirty (30) days' notice of our intent to terminate the contract. Please let me know if you have any questions.

Sincere regards,



Kevin Reeve
Vice President & Asst. Gen. Counsel

cc: Samuel E. Beall, III

Enclosure

Exhibit 8
(continued)

U S ACCU MEASUREMENTS LLC
PO BOX 741173
BOYNTON, FL 33474

Vendor ID / Location	Reference Number
	0002640987

Check Sort Code:

RENTCK

Unit Number/Name	Invoice Number	Invoice Date	Gross Amount	Discount Amount	Net Amount
533	CONSULTING FEE	05/10/2010	82,500.00	0.00	82,500.00

82,500.00

WARNING: THIS CHECK IS PROTECTED BY SPECIAL SECURITY FEATURES

July 11 Tuesday

250 West Church Avenue
Nashville, TN 37801

Wachovia Bank, National Association
Chapel Hill, NC 27514

66-156
531

Reference Number
0002640987

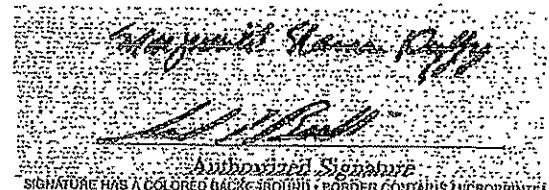
Date
05/11/2010

Payment Amount
*****\$82,500.00

Eighty two thousand five hundred and 00/100 Dollars

ay to the order of

U S ACCU MEASUREMENTS LLC

PO BOX 741173
BOYNTON, FL 33474SIGNATURE HAS A COLORED BACKGROUND • BORDER CONTAINS MICROPRINT
THIS CHECK IS PRINTED ON A BLUE & BURGUNDY BACKGROUND AND APPROPRIATE WATERMARK ON THE BACK HOLD AT ANGLE TO VIEW

#02640987# 6053101564# 2079900513273#